

Regular Meeting

The regular meeting of the City Council of the City of Fitchburg was held in the Memorial Middle School Auditorium, 615 Rollstone St., Fitchburg, on April 17, 2018. The meeting was called to order by Vice President Amy Green at 7:09 P.M. The Clerk called the roll and ten (10) Councillors were present. President Kushmerek was absent. The meeting opened with a salute to the Flag led by Councillor Zarrella.

For the Record

Noted for the record:
FATV was recording the audio and video of the meeting.

Public Forum

PUBLIC FORUM

1. AJ Tourigny, Chief of Staff to the Mayor, spoke in support of adopting Order 106-2018 tonight under suspension of the rules.
2. Paula Caron, Planning Board Chair, spoke regarding the need for further clarification and amendment on Ordinance 31-2018. Further discussion was deferred until later in tonight's agenda.

Records

REPORT OF COMMITTEE ON RECORDS

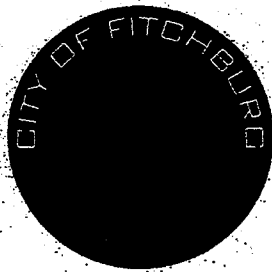
The Committee on records reported the minutes of the Regular Meetings of February 20, 2018, March 6, 2018, March 20, 2018, and April 3, 2018 were correctly recorded. Report accepted and minutes adopted.

Communication
His Honor the
Mayor
Appointment Letters

COMMUNICATION FROM HIS HONOR THE MAYOR

Appointment Letters

1. Ms. Deanna Tardiff, as a member of the Fitchburg Disability Commission, for a term to expire May 1, 2019.



STEPHEN L. DINATALE
MAYOR
166 BOULDER DRIVE
FITCHBURG, MA 01420
TEL. (978) 829-1801

The City of Fitchburg
FITCHBURG CITY CLERK
Massachusetts
2018 APR -9 PM 1:19
OFFICE OF THE MAYOR

AARON TOURIGNY
CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV
JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

April 6, 2018

The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby appoint and ask for your confirmation of Ms. Deanna Tardiff of 542 North Street, Fitchburg as a member of the Fitchburg Disability Commission for a term scheduled to expire on May 1, 2019.

Ms. Tardiff will be completing the term of Sheela Tallamraju who has recently resigned from the Commission.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen L. DiNatale".
Stephen L. DiNatale
Mayor

City of Fitchburg, April 17, 2018

Communication
His Honor the
Mayor
Appointment Letters

2. Mr. Joshua H. Bedarian, as a member of the Water/Wastewater Commission for a term to expire April 1, 2022.



The City of Fitchburg

Massachusetts
OFFICE OF THE MAYOR

FITCHBURG CITY CLERK

2018 APR -9 PM 1:19

STEPHEN L. DINATALE
MAYOR

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JOAN DAVID
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April 6, 2018

The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby appoint and ask for your confirmation of Mr. Joshua H. Bedarian of 294 Pratt Road, Apt.2, Fitchburg, as a member of the Water/Waste Water Commission for a term scheduled to expire on April 1, 2022.

Mr. Bedarian will be filling a vacancy on the Commission.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen L. DiNatale".
Stephen L. DiNatale
Mayor

City of Fitchburg,

April 17, 2018

Communication
His Honor the
Mayor
Appointment Letters

3. Connor Griffin as a permanent full time Firefighter for the
City of Fitchburg.



The City of Fitchburg

FITCHBURG CITY CLERK

Massachusetts

OFFICE OF THE MAYOR

2018 APR 11 PM 1:38

STEPHEN L. DINATALE
MAYOR

166 BOULDER DRIVE
FITCHBURG, MA 01420
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AARON TOURIGNY
CHIEF OF STAFF

ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

April 11, 2018

The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

RE: Firefighter Appointment

Dear Honorable Councilors,

I hereby appoint and ask for your confirmation of the following individual as a permanent full time
Firefighter for the City of Fitchburg:

Connor Griffin

Mr. Griffin will fill the position opened by the retirement of Deputy Chief David Gravel.

Thank you for your attention to this important matter.

Sincerely,

A handwritten signature in black ink, reading "Stephen L. DiNatale".

Stephen L. DiNatale
Mayor

Appointments read and referred to the Appointments Committee.

City of Fitchburg, April 17, 2018

COMMUNICATION
Atty. Vincent Pusateri, II, City Solicitor
RE: Amended Ordinance #031-2018

Communication

Atty. Vincent Pusateri
City Solicitor

Re: Ordinance 31-18

VINCENT P. PUSATERI, II.
CITY SOLICITOR
128 PRICHARD STREET
FITCHBURG, MA 01420
TELEPHONE: (978) 342-6081
FAX: (978) 343-0600
EMAIL: vpusateri@pusaterilaw.com



CHRISTINE M. TREE
ASSISTANT CITY SOLICITOR
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LAW DEPARTMENT OF THE CITY OF FITCHBURG

April 12, 2018

President Michael Kushmerek
Fitchburg City Council
166 Boulder Drive
Fitchburg, MA 01420

Re: 4/17/2018 City Council Meeting
Ordinance #31-2018, Marijuana Zoning

Dear President Kushmerek:

Enclosed with this letter please find a redlined and footnoted copy of the above marijuana ordinance prepared in accordance with the amendments approved at the prior City Council meeting on April 3, 2018. I have prepared the ordinance to the best of my abilities to reflect what I believe is the intention of the Council. I have also inserted footnotes to suggest that the amendment be confirmed by separate vote for the purposes of ensuring that I have accurately captured the Council's true intentions.

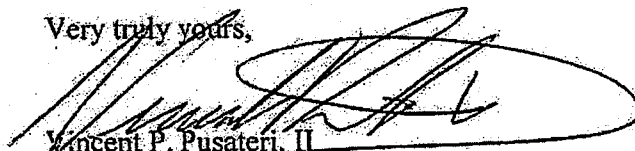
It is my hope that this format will assist you in leading City Council to the finalization of this ordinance. Please allow me to draw your attention to the footnotes that begin with "Please Vote." I have placed them there as a suggestion for you to focus Council's attention on what I understand to be outstanding issues. I have also enclosed a map prepared by the Planning Department depicting the areas in which Marijuana Retailers may be permitted by special permit.

2018 APR 12 PM 2:57
FITCHBURG CITY CLERK

Communication
Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

As always, I defer to your judgment on the conduct of the Council meeting. However, should you have any questions please do not hesitate to contact me.

Very truly yours,



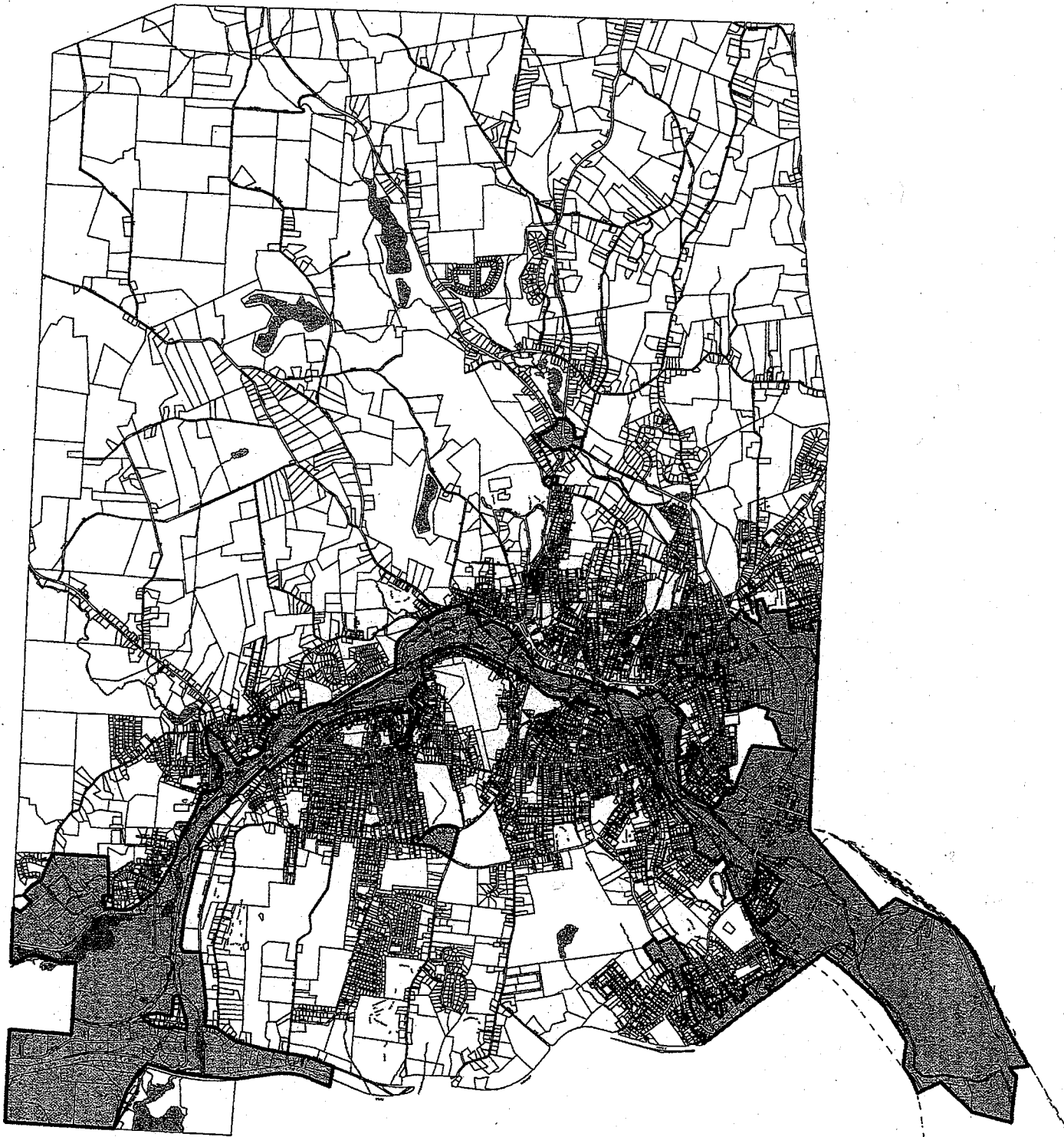
Vincent P. Pusateri, II
City Solicitor

VPP/cmt
Enclosures

Cc: Mayor Stephen L. DiNatale
Anna Farrell, City Clerk

Fitchburg Marijuana - Main Overlay with Exclusion Area

Communication
Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18



Legend

 Approved areas

 Non-commercial or industrial use areas

Communication
Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

Section 181.65 - MARIJUANA ESTABLISHMENTS

181.651 Regulation. G.L. c. 94G authorizes a system of state licensing for businesses engaging in the cultivation, testing, processing and manufacturing, and retail sales of non-medical marijuana, collectively referred to as Marijuana Establishments (MEs). G.L. c. 94G §3 allows cities to adopt ordinances that impose reasonable safeguards on the operation of non-medical marijuana establishments, provided they are not unreasonably impracticable and are not in conflict with the law. The special permit and site plan review requirements set forth in this Section shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.

181.652 Purpose. The purpose of this ordinance is to allow state-licensed MEs to exist in the City of Fitchburg in accordance with applicable state laws and regulations and impose reasonable safeguards to govern the time, place and manner of ME operations and any business dealing in Marijuana Accessories in such a way as to ensure public health, safety, well-being, and reduce undue impacts on the natural environment as it relates to cultivation, processing and manufacturing subject to the provisions of this Zoning Ordinance, M.G.L. c. 40A, M.G.L. c. 94G and any other applicable law. Therefore, this ordinance may permit MEs in locations suitable for lawful MEs where there is access to regional roadways, where they may be readily monitored by law enforcement for health and public safety purposes, and to minimize adverse impacts on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, operation security, and removal of MEs.

This Section is intended to coexist with the existing Section 181.64 regarding MMDs and MMMs.

181.653 Definitions. Where not expressly defined in the Zoning Ordinance, terms used in this Zoning Ordinance referring to non-medical use marijuana shall be interpreted as defined in G.L. c. 94G, as the same may be amended from time to time, and regulations issued by the Cannabis Control Commission (CCC). The following definitions, consistent with this expressed intent, shall apply in the interpretation and enforcement of this section:

1. "Marijuana Products", products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for non-medical use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.
2. "Marijuana Establishment" (ME), a Marijuana Cultivator, Independent testing laboratory, Marijuana Product Manufacturer, Marijuana Retailer or any other type of licensed non-medical marijuana-related business.
3. "Marijuana Cultivator" (MC), an entity licensed to cultivate, process and package non-medical marijuana, to deliver non-medical marijuana to ME's and to transfer marijuana to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MC.
4. "Marijuana Product Manufacturer" (MPM), an entity licensed to obtain, manufacture, process and package non-medical marijuana and marijuana products, to deliver non-

Communication
Atty. Vincent Pusater:
City Solicitor
Re: Ordinance 31-18

medical marijuana and marijuana products to ME's and to transfer non-medical marijuana and marijuana products to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MPM.

5. "Marijuana Retailer" (MR), an entity licensed to purchase and deliver non-medical marijuana and marijuana products from ME's and to deliver, sell or otherwise transfer non-medical marijuana and marijuana products to ME's and to consumers.
6. "Independent testing laboratory", a laboratory that is licensed by the CCC and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the CCC; (ii) independent financially from any medical marijuana treatment center or any licensee or ME for which it conducts a test; and (iii) qualified to test marijuana in compliance with regulations promulgated by the CCC pursuant to G.L. c. 94G.
7. "Experienced Operator," any MMD or MMM facilities, as defined by Section 181.64 of the Zoning Ordinance, having already received a special permit and site plan review approval by the City, prior to the passage of Section 181.65 of this Ordinance, which remain in good standing without violation of any ordinance, statute, or condition of their special permit.
8. "Moral Character" means the degree to which a person's history demonstrates honesty, fairness and respect for the rights of others and for conformance to the law, which may include consideration of whether an individual has:
 - a. Ever had a professional license denied, suspended or revoked;
 - b. Ever had a business license denied, suspended or revoked;
 - c. Ever had a marijuana-related business license denied, suspended, revoked, or placed on administrative hold, or was subjected to a fine for violation of a marijuana-related zoning ordinance;
 - d. Ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law;
 - e. Ever had an administrative, civil or criminal finding of delinquency for failure to file or failure to pay employment, sales, property or use taxes;
 - f. Ever been convicted of a felony, sex offense, or other offense involving violence, distribution of controlled substances, excluding marijuana-related possession offenses, or other moral turpitude;
 - g. Within the previous sixty months been convicted of a misdemeanor or other offense involving the distribution of controlled substances, or driving under the influence of alcohol or other substance (DUI, OUI) convictions

181.654 Prohibitions and Limitations.

181.6541 It shall be unlawful for any person to operate a ME without obtaining a special permit and undergoing site plan approval pursuant to the requirements of this Ordinance, except as provided for an Experienced Operator.

Communication
Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

181.6542 An Experienced Operator may operate a ME of the same type as the medical marijuana facility for which they have been granted a special permit and approved site plan review by the City without obtaining a new special permit, provided that the Experienced Operator must receive site plan approval for the new use as a ME, that the ME is located in the same facility for which the Experienced Operator received the prior special permit and site plan approval, and that the gross square footage of such facility is not increased by more than ten (10%) percent.

181.6543 A separate special permit is required for each different ME detailed in section 181.653, above, or in the case of an Experienced Operator, a separate site plan review.

181.6544 As defined in G.L. c. 94G, and as established in Section _____ of the Fitchburg City Code, the number of MRs shall be limited to no more than 20% of the number of licenses issued within the city for the retail sale of alcoholic beverages not to be drunk on the premises where sold under G.L. c. 138, §15 the amount specified by City ordinance Section 56-3, as the same may be amended from time to time.¹ No special permit may be granted for a MR which results in a violation of this limit.

181.6545 A ME may only be involved in the use permitted by its definition. MRs may only be located in buildings containing other retail, commercial, residential, industrial, or any other uses, including other types of MEs, if the MR is separated by full walls from any and all other uses.

181.6546 MRs may be permitted under special permit by the Planning Board in the MMOD District. Independent Testing Facilities may be permitted under special permit by the Planning Board in the Industrial (I), Light Industrial (LI), Central Business (CBD), Commercial & Automotive (C&A) and Neighborhood Business (NBD)² Zoning Districts. MRs may be permitted under special permit by the Planning Board in the Commercial and Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts in accordance with 181.313 of the Table of Principal Uses, with the exception that no special permit may be granted for any MR located in that portion of the contiguous Central Business Zoning District that includes Main Street which lies to the north of the railroad track dissecting said specific zone.³⁴ On-site or social consumption, so called, is prohibited as a use. All other MEs may be permitted under special permit by the Planning Board in the Industrial and Light Industrial Zoning Districts.

¹ Change recommended by the Planning Board.

² Please vote, will there be Independent Testing Facilities in Neighborhoods Districts? ____ Yes ____ No
Change recommended by the Planning Board.

³ Please vote; Will there be Marijuana Retailers in ;

- | | |
|---|------------------|
| a. Commercial and Automotive (C&A), | ____ Yes ____ No |
| b. Medical Services (MSD), | ____ Yes ____ No |
| c. Neighborhood Business (NBD), | ____ Yes ____ No |
| d. Central Business (CBD), (with the Main Street exclusion) | ____ Yes ____ No |
| e. Industrial (I) | ____ Yes ____ No |
| f. Light Industrial (LI) | ____ Yes ____ No |

This change is the subject of amendment at 4/3/2018 City Council meeting. In order to clarify the amendment, suggest each zoning district is the subject of a separate vote.

⁴ Please Vote; is it the intention of the Council that there will be Marijuana Retailers south of the rail road tracks in the CBD that includes Main Street? ____ Yes ____ No

181.6547 MEs shall be prohibited as an Accessory Use or Home Occupation in all zoning districts. No ME shall be permitted to have drive-up or walk-up facilities as described in Section 181.3246 of this Zoning Ordinance.

181.6548 No marijuana or Marijuana Product shall be smoked, eaten, ingested, consumed or otherwise used within the premises of any ME.

181.6549 No ME may be operated in a mobile facility or outside of a fully enclosed building or structure, excepting deliveries to off-site MRs and home deliveries to consumers permitted or licensed by applicable state and local regulations.

181.65410 No ME may be operated in such a manner as to cause or create a public nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

181.65411 The issuance of a special permit and site plan review pursuant to this chapter does not create an exception, defense, or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution, or possession of marijuana.

181.655 Application.

In addition to the materials required under Section 181.93. (Special Permits) and Section 181.94 (Site Plan Review) of this Ordinance, the applicant shall submit the following:

1. All materials required under Section 181.645 of this Zoning Ordinance for an MMD or MMM facility, with the exceptions that any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME
2. Proof of approval from the Commonwealth of Massachusetts for the proposed ME by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the proposed ME.
3. The name, address, email address, and phone number of all designated Managers of the ME, together with a criminal background check of such Managers and other evidence of Moral Character.
4. Proof that the detailed security plan, operation and management plan, and emergency response plans have been submitted to the Fitchburg Police Department and the Department of Planning and Community Development for comment and review at the same time or prior to the submission of the application, and any comment or response received by the applicant.
5. Proof that the applicant provided notification in writing at the same time or prior to the submission of the application to all property owners and operators of the uses listed under 181.656(5) within three hundred (300) feet of its proposed location and use, to provide them with the opportunity to comment to the Planning Board, as well as any and all comment or response received by the applicant.
6. Evidence demonstrating that the ME will be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or

Communication
Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

the immediate neighborhood where the ME is located. This may include but shall not be limited to evidence of Moral Character.

181.6551 Upon receipt of a completed application, the Planning Board shall refer copies of the application to the Building Department, Fire Department, Police Department, City Council, Board of Health, Conservation Commission, and the Engineering Division of the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within ~~60~~⁵ days of referral of the application shall be deemed lack of opposition.

181.6552 After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other municipal boards and departments, the Planning Board may act upon the application for special permit and approval of site plan.

181.6553 In instances where any portion of a project involves a special permit application to or site plan review by the Planning Board for any ME, the Planning Board shall serve as the special permit granting authority for all other special permits required in connection with such project.

181.656 Special Permit Criteria and Findings

A MR, MC, MPM or Independent Testing Facility may be permitted pursuant to a Special Permit and Site Plan Review granted by the Planning Board. In granting a special permit for a MR, MC, MPM or Independent Testing Facility, in addition to the general criteria for a special permit in Section 181.93 of the Zoning Ordinance, the Planning Board must also make the following findings:

1. If the special permit is for a MR, that the MR is located in the Commercial & Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts, excluding the Central Business District which encompasses Main street⁶; or if the special permit is for an Independent Testing Facility, that the Independent Testing Facility is located in the Industrial (I), Light Industrial (LI), Central Business (CBD) Commercial & Automotive (C&A) or Neighborhood Business (NBD)⁷ Zoning District; or if the special permit is for any other ME, that the ME is located in the Industrial or Light Industrial zoning districts in accordance with 181.313 of the Table of Principal Uses.
2. The applicant has demonstrated that the ME has or will meet all of the permitting requirements of all applicable agencies within the Commonwealth and is or will be in compliance with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, §12 General Marijuana Establishment Operation.
3. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

⁵ Change recommended by Planning Board.

⁶ Change the subject of amendment at 4/3/2018 City Council meeting. In order to clarify the amendment, suggest each zoning district is the subject of the separate vote noted above.

⁷ Change recommended by Planning Board.

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Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

4. The grant of the special permit will not exceed the limitation on permitted MRs set forth in Section 181.6544.
5. The ME is located at least three hundred (300) feet distant of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a vocational school, a public or private college, junior college, university or dormitory, a licensed child care facility, a library, a playground, a public park, a youth center, a public swimming pool, a video arcade facility, any facility in which minors commonly congregate, or any residence, including commercial residences such as hotels, motels, lodging houses, etc. The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses to the nearest point of the structure of the proposed ME.
 - a. The distance requirement may be reduced⁸ by the Planning Board provided that the ME will employ adequate measures to prevent product diversion to minors, and the Planning Board determines that a shorter distance, adequately buffered, will suffice to accomplish the objectives set forth under 181.65
6. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.
7. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that storage and location of cultivation is adequately secured.
The facility will not place an undue burden on public safety services of the City as may be adequately
- ~~7.8. In evaluating whether the facility provides adequate security measures, the Planning Board shall consider the facility's lighting, whether or not all of the facility is visible from a public way, whether or not the parking is contiguous with the facility or the parking arrangements are capable of being monitored by the applicant or the City, and whether or not the facility is or can be set up to promote the effective of easy accessibility for Police Department patrols, as well as any other factors affecting public safety.⁹~~
- ~~8.9. The facility meets all criteria required for a Special Permit for an MMD or MMM under Section 181.645 of this Zoning Ordinance, with the exceptions that~~
 - a. Any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME; and
 - b. Location in an area which does not have reasonable access to medical marijuana pursuant to Section 181.644(a) shall not be required.
10. The applicant has demonstrated, by substantial evidence of Moral Character and other evidence, that it will operate the ME in conformity with all applicable municipal ordinances, state laws and regulations and that its policies and procedures are designed to prevent violation of such laws, particularly including but not limited to Section 181.654 above.
11. If the application is for a MR, the MR is located at least one thousand (1,000) feet distant of a pre-existing MR. The distance under this section is measured in a straight line from

⁸ Please Vote; Should the Planning Board have the authority to wave the 300 foot buffer in the appropriate case?
____ Yes ____ No

⁹ Please vote; What if any factors would the Council consider important for the Planning Board to Consider to ensure the public safety of the MR. Does the council approve the factors as listed herein? ____ Yes ____ No.
Change the subject of amendment at the 4/3/2018 City Council meeting.

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Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

the nearest point of the property line of the existing MR to the nearest point of the structure of the proposed MR.¹⁰

e-a. The distance requirement may be reduced¹¹ by the Planning Board provided that the Planning Board determines that a shorter distance, adequately buffered, will suffice to accomplish the objectives set forth under 181.65.¹²

181.657 Site Plan Review/Special Permit Conditions

The Planning Board shall conduct site plan review and shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's ME, the following conditions shall be included in any site plan review or special permit granted under this Ordinance:

1. All conditions applicable to MMDs and MMMs under Section 181.646 of this Zoning Ordinance shall be applied to an ME, with the exceptions that
 - a. Any reference within Section 181.646 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME;
 - b. Hours of operation shall be set forth within the special permit, and shall generally be consistent with those for package stores licensed under G.L. c. 138.
 - c. The provisions regarding signage contained in Section 181.646(f) and (g) shall not be included; and
 - d. The provisions revoking a special permit for cultivation or dispensing of marijuana for non-medical purposes in Section 181.646(p) shall not be applicable.
2. All business signage shall be subject to the requirements to be promulgated by the CCC and the requirements of Section 181.53 of this Zoning Ordinance.
3. The ME shall not violate any provision of the Zoning Ordinance, including but not limited to Section 181.654 above.
4. Display of marijuana, Marijuana Products and Marijuana Accessories shall be limited to an area which is accessible only by persons aged twenty-one (21) years or older, and the applicant shall establish such controls and monitoring as are necessary to ensure that this area is not accessed by persons under the age of twenty-one (21) years.
5. The ME shall regularly verify to the City its efforts to ensure the health, safety, and well-being of the public, and to limit undue impacts on the natural environment, by the use of high efficiency equipment to limit energy and water usage demand, by the purchase of renewable energy credits, by the use of LED lighting equipment, by the prohibition or limitation of pesticides, insecticides and similar chemicals, and by any other methods designed to further this purpose.
 - a. The Planning Board may impose specific conditions relating to the preservation or improvement of public safety, including but not limited to lighting, visibility,

¹⁰ Change recommended by Planning Board.

¹¹ Please Vote; Should the Planning Board have the authority to waive the 1,000 foot buffer in the appropriate case?
Yes _____ No _____

¹² Change the subject of amendment at the 4/3/2018 City Council meeting. Please clarify whether the waiver should be available for this density provision. Please note that the Planning Board does not believe this is an adequate standard under which the waiver may be denied.

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Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

surveillance, security cameras, parking arrangements, and accessibility for police patrol.¹³

5.6 ME shall be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located.

6.7 The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

181.658 Termination and Modification

181.6581 A special permit or site plan approval may be terminated due to violation of any of its conditions. In addition, a special permit or site plan approval shall terminate upon:

1. Failure of the permit holder to commence operations at the ME within twelve (12) months of the date of approval; or
2. Transfer of ownership of the ME without approval of the Planning Board. For these purposes, transfer of ownership shall include any reallocation of ownership or change in business structure which results in a change of its designated representatives or responsible individuals; or
3. Termination of the Host Community Agreement or failure to pay a host fee or Impact Fee under the Agreement to the City.

181.6582 A special permit or site plan approval may be modified by the Planning Board after public hearing. No modification is permitted for a change of location; a special permit holder must submit a new application for a change in location. Any changes in the application materials from the original materials must be submitted with a request for modification. No transfer of ownership, except a transfer to an affiliated entity, shall be permitted for two years after the date of approval of the special permit or site plan review unless required due to the death or disability of an owner. If the special permit holder requests approval of a transfer of ownership, then the holder must submit proof:

1. That the new owner will operate the ME in accordance with the terms of the special permit, as shown by evidence of Moral Character and other substantial evidence; and
2. That all amounts due under the Host Community Agreement have been timely paid and no taxes, fines, penalties, fees, or other charges due to the City are currently unpaid.

181.659 Severability.

The provisions of this Ordinance are severable. If any provision, paragraph, sentence, or clause of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

¹³ Change the subject of amendment at the 4/3/2018 City Council meeting.

Communication
Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

TO AMEND THE DEFINITIONS OF RMD, MMD AND MMM IN SECTION 181.10 TO REMOVE A REQUIREMENT THAT THE OPERATOR BE A NON-PROFIT ENTITY, AS FOLLOWS:

181.10 REGISTERED MARIJUANA DISPENSARY (RMD) – Also known as a Medical Marijuana Treatment Center, is an establishment approved and licensed by the Massachusetts Department of Public Health (MDPH) pursuant to 105 CMR 725.000, owned and operated by an entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as marijuana-infused products (“MIPs”), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall not be eligible as a “non-exempt agricultural use” or as a “non-exempt educational use” and shall only be permitted as allowed in accordance with City of Fitchburg Zoning Ordinance. Further, the following definitions shall apply for the purposes of distinguishing the permitting and regulation of RMD dispensing uses from RMD cultivation uses within this Ordinance:

a) Medical Marijuana Dispensary (MMD) facility – A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved entity which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered Qualifying Patients or their personal caregivers in accordance with the provisions of MDPH regulations 105 CMR 725.000.

b) Medical Marijuana Manufacturing (MMM) facility – A Registered Marijuana Dispensary that is located off-site from the dispensing facility (and controlled and operated by the same registered and approved entity which operates an affiliated RMD) but which serves only to cultivate and process marijuana, and marijuana infused products in accordance with the provisions of MDPH regulations 105 CMR 725.000.

TO ADD THE FOLLOWING SECTION REGULATING SIGNS

Add 181.5364

181.5364 Signs for Marijuana Establishments

All signs for Marijuana Establishments shall be in conformity with the provisions of G.L. c. 94G and all applicable federal, state and local regulations, including regulations issued by the Cannabis Control Commission. Temporary and promotional signage for Marijuana Establishments are prohibited.

TO AMEND THE REQUIREMENTS FOR SITE PLAN REVIEW BY AMENDING SECTION 181.9414 AS FOLLOWS:

181.9414. Siting, construction or expansion of a Registered Marijuana Dispensary (RMD) or Marijuana Establishment (ME).

TO AMEND THE TABLE OF PRINCIPAL USES BY ADDING SECTIONS 181.313D(15), (16) AND (17) and 181.313D(28) AS FOLLOWS:

Communication
Atty. Vincent Pusateri
City Solicitor
Re: Ordinance 31-18

- D15. All Marijuana Establishments (ME), except for Marijuana Retailers (MR). Update chart with SP FOR LI, and I zones by Planning Board (N for all other districts).
- D16. Marijuana Retailers (MR). Update chart with SP FOR C&A, MSD, I, LI, and NBD. "See Ordinance" for CBD¹⁴ ~~MMOD~~ (N for all other districts).
- D17. Independent Testing Laboratory. Update chart with SP in I, LI, CBD, C&A and NBD¹⁵ districts (N for all other districts).
- C29. Marijuana Social Consumption Establishment, N for all districts.

TO AMEND THE PROHIBITED HOME OCCUPATIONS BY ADDING THE FOLLOWING
TO SECTION 181.333:

181.333 Prohibited Home Occupations:

- Marijuana Establishment (ME) or similar facility
- Registered Marijuana Dispensary (RMD) or similar facility

¹⁴ Change the result of 4/3/2018 City Council meeting.

¹⁵ Change recommended by Planning Board.

Annual Report

ANNUAL REPORT

105-18. ANNUAL REPORT: Of the City Clerk's Office for the Calendar year 2017.



**CITY OF FITCHBURG
OFFICE OF THE CITY CLERK**

FITCHBURG CITY CLERK

2010 APR -9 PM 3:

166 Boulder Drive
Fitchburg MA 01420

Anna M. Farrell, City Clerk
(978) 829-1820

The Honorable City Council
The Honorable Stephen L. DiNatale, Mayor

I respectfully submit the Annual Report of the City Clerk for the calendar year 2017

**2017 ANNUAL REPORT OF THE CITY CLERK'S OFFICE
CITY CLERK - CITY COUNCIL - ELECTIONS - LICENSE COMMISSION**

STAFF - Anna M. Farrell, City Clerk
Debra Vilandry, Assistant City Clerk
Lisa Sicard, Principal Clerk Secretary
Elizabeth Keese, Principal Clerk Secretary
Gloria Cormier, Part-time Clerical

In accordance with, and under the provisions of the Massachusetts General Laws and the Code of the City of Fitchburg, the duties and functions of the City Clerk's Office consist of the following:

CUSTODIAN OF THE CITY SEAL AND KEEPER OF THE RECORDS

- Records and certifies official City documents with the City Seal;
- Official keeper of City records;
- Acts as primary records access officer for public records which includes coordinating multi-department public records responses;
- Invoices and issues various licenses and permits as directed by the Council and the Code of the City including car dealers, flammable storage, municipal fire alarms, raffles, utility poles, dog licenses, peddlers/hawkers;
- Accepts, records and maintains Zoning Board of Appeals applications and decisions;
- Maintains and records Planning Board decisions and all City contracts;
- Maintains and tracks annual city-wide employee compliance with State Ethics Commission testing and Open Meeting Law summary distribution.

All of the city's permanent and temporary records that came over in the 2012/2013 move out of 718 Main Street are being stored in an open warehouse accessible to all city employees. Most of the records specific to the City Clerk's office are being stored in a caged-in area accessible only from the City Clerk's office which provides some additional security. However, a secure vault of adequate size with a controlled atmosphere (heat, light, humidity, fire) should be obtained as soon as possible in order to provide preservation of the city's permanent paper records in compliance with State standards.

REGISTRAR OF VITAL STATISTICS

The City Clerk is responsible for the accurate recording of births, deaths and marriages and issuing certified copies of same. During the year **2017**, 484 resident births, 458 deaths, and 203 marriages were processed, recorded and permanently filed on site and with the MA Registry of Vital Records. Affidavits of correction to vital records are processed and recorded.

CLERK OF THE CITY COUNCIL

The City Clerk prepares all matters for and attends and records the proceedings of all regular and special City Council meetings and Council of the Whole committee meetings. During **2017**, there were 22 regular, 1 organizational, 5 special and 3 Council of the Whole committee meetings. Research and meetings with various department heads were conducted to ensure correct procedure. Matters were referred to various committees for processing and agendas, minutes and follow up correspondence relating thereto were prepared.

320 new matters were placed before the City Council via petitions, orders, ordinances and resolutions. All matters were processed and recorded accordingly.

All Appointments to City Boards and Commissions were processed, sworn in to duty and a permanent record made thereof.

All City Council matters were indexed and catalogued for ease of research and retrieval.

ELECTION ADMINISTRATOR; BOARD OF REGISTRARS OF VOTERS

The City Clerk administers all State and municipal elections in the City of Fitchburg which includes the following: Conduct and process annual city census, voter confirmation and street listing; new voter registrations, party changes and resident address changes in MA Central Voter Registry (CVR); provide information to individuals seeking to run for elected office; solicit and collect Campaign Finance Reports from local elected officials; plan annual municipal election schedule; issue and process nomination papers for local, state and federal candidates; recruit and train over 100 election workers; liaison with Secretary of the Commonwealth Elections Division; test and

Annual Report

maintain voting equipment; ballot preparation and testing; administer all aspects of Early Voting as directed by the Secretary of State; plan, implement, supervise and trouble-shoot all aspects of city-wide election procedures on Election Day; compile, report and certify election results locally and to the Secretary of the Commonwealth.

Four (4) Elections were held during the year 2017:

City Preliminary: September 26, 2017 (Ward 5 only)
Voter Turnout: 271/4326 6.2%

DUAL ELECTION: November 7, 2017

Special State Primary:
Voter Turnout: 5040/24789 20%

City Election:
Voter Turnout: 5145/24789 20%

Special State Election: December 5, 2017
Voter Turnout: 3483/24862 14%

In early September this office was notified that MART Intermodal Center would no longer provide the City with the Ward 5 polling location beginning in November. This office led the search for a new Ward 5 polling location which included researching, contacting and visiting various sites, communicating with the Secretary of State Elections Division regarding location requirements and handicapped accessibility, presenting information to the City Council for their deliberation and vote on the new location, implementing a mass mailing for the 4300 voters in Ward 5 notifying them of the change to the polling location. The process was successfully completed in a short timeline and the new Ward 5 polling location was voted by the City Council on September 19, 2017 to be at Saima Park on 67 Scott Rd. to be effective after the September 26, 2017 City Preliminary.

STATISTICS OF CITY CLERK SERVICES RENDERED AND REVENUE COLLECTED

2017	Total
Income	\$159,248.97
Marriage Intentions	223
Certified Copies	5257
Dog Licenses	2026
Kennels	14
Late Dog Fines	227
Municipal Tie - Ins	204
Dealers Licenses	40
Bus Cert	195
ZBA Special Permits	59
ZBA Variances	1
Disc Bus Cert	1
Street Books	7
Street Booklets	23
Disc Bus Cert	6
Voter Reg. Cards	0
Animal control donations	14
Physician certificate	0
Notary Public	499
Photocopies	154
Raffles	11
Theater Licenses	0
Dance Licenses	0
Marijuana fee	16
Conduit fee	2
Gasoline Renewals	35
Garage Renewals	47
Constable Fees	2
Resident Letter	0
Miscellaneous	1
ZBA Modify decision	0
ZBA Use Variance	0
Zoning Ordinance copy	0
Bowling Alley Lic.	0
Dog Replacement Tag	4
Pole Locations	1
Junk Collector Permit	0
Hawkers Permits	15
Bus Cert change	2
Legal ad-Comcast	0
Resident extract	3
Junk Dealer's license	5
Affidavit fee	17
zoning map	1
2017	Totals
Dog Licenses	\$23,457.00
Miscellaneous	\$135,791.97
Total	\$159,248.97

Annual Report

CLERK OF THE BOARD OF LICENSE COMMISSIONERS

The City Clerk's office provides administrative support for the Board of License Commissioners. The City Clerk attends all License Commission meetings, processes all licenses, permits and documents related thereto, receives and responds to all community inquiries regarding License Commission business and acts as the City's liaison to the Alcoholic Beverages Control Commission (ABCC).

Daniel Sarefield served as Chair with Linda Swears and Donna Pawlak as Commissioners. FPD Sergeant Thomas Leger was the designated liaison to the Commission from the Fitchburg Police Department and attended all meetings until Captain Matthew Lemay assumed the responsibility on December 6, 2017.

The Commission held twenty-two regular and four special meetings during 2017. The Commission heard and processed various applications pertaining to licensed liquor establishments, special one-day alcohol licenses, taxi companies, taxi drivers, automatic amusement and entertainment permits, common victuallers and student housing providers. Summons hearings were conducted pertaining to various police reports received concerning potential violations by licensed liquor establishments.

ANNUAL LIQUOR LICENSE INFORMATION

<u>Number of Licenses</u>	<u>Class</u>	<u>Revenue</u>
2017 Annual License fees received		
9 @ \$1600	Package Goods - All Alcohol	\$16,000. (and 1 transfer)
10 @ \$ 850	Package Goods - Wine & Malt	\$ 9,350. (and 1 transfer)
21 @ \$1200	Restaurant - All Alcohol	\$25,200.
5 @ \$750	Restaurant - Wine & Malt	\$ 3,750.
7 @ \$1200	Club - All Alcohol	\$ 8,400.
1 @ \$1200	Veterans Club	\$ 1,200.
6 @ \$1200	General On Premise - All Alcohol	\$ 7,200.
1 @ \$1200	Inn/Hotel All Alcohol	\$ 1,200.
1 @ \$ 750	Farmer-Brewer/Malt Only	\$ 750.
TOTAL		\$73,050.

SPECIAL ONE DAY LICENSE INFORMATION

Total Number of Special One Day All Alcohol Licenses issued:
16

Revenue received: \$1600.

Total Number of Special One Day Wine and Malt Licenses issued:
23

Revenue received: \$1150.


License Board Fees

All Alcoholic Common Victualler	\$1200
All Alcoholic General On Premise	\$1200
All Alcoholic Club	\$1200
All Alcoholic Package Store	\$1600
All Alcoholic Inn/Hotel	\$1200

Wine & Malt Common Victualler	\$750
Wine & Malt General On Premise	\$750
Wine & Malt Package Store	\$850
Wine & Malt Club	\$750
Druggist	\$850

One Day All Alcohol	\$100
One Day Wine & Malt	\$50
Common Victualler	\$50
Dance	\$25
Automatic Amusement Device	\$100
Jukebox	\$50
Filing fee for MGL Chapter 138 Section 12 (on-premise) and Section 15 (off-premise) license applications	\$100
Taxi Business License	\$250
Modification of existing taxi business	\$50
Taxi Vehicle License	\$50
Taxi Vehicle Lic. replacing vehicle previously. lic. In same calendar year	\$20
Taxi Driver Permit (Good for 2 yrs.)	\$25

Respectfully submitted,


Anna M. Farrell
City Clerk

Reading waived. Report placed on file in the City Clerk's
Office by unanimous vote. 10 members present. Board consists
of 11 members.

REPORTS OF COMMITTEES

Board of Health

194-17. Councillor Michael Kushmerek and resident Keith Conner to investigate and mitigate increased delays for resident use at city landfill.

Stephen Curry, Director of Public Health submitted the following Communication:



Office of the

Board of Health

166 Boulder Drive-Suite 108

Fitchburg, Massachusetts 01420

978-829-1870

978-829-1962 (fax)

February 20, 2018

Anna M. Farrell
City Clerk

Re: Petition #194-17

Dear Mrs. Farrell:

Please be advised I have met with Waste Management in July 2017 regarding this Petition. I have also discussed with the Board of Health at a regular meeting on two occasions in 2017.

During the busy season of summer, Waste Management installed a "fast lane" with the use of rubber cones for those residents wishing to dispose of trash. A 30 yard roll-off container was placed near the Scale house rather than the usual drop off area which allowed the residents utilizing this service, quicker access to the disposal containers and direct lanes to the containers. It is in my opinion that this system did lessen the wait time for residents during the busy season.

Please also be advised that this system will not need to be in place at all times during the year as residential use decreases in the colder months.

I would like to take this opportunity to thank Mr. Thomas Murray, the Regional Manager at the Fitchburg/Westminster Sanitary Landfill for his efforts on this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen D. Curry".
Stephen D. Curry
Director of Public Health

2018 APR -4 AM 11:15

FITCHBURG CITY CLERK

Report accepted. 10 members present. Board consists of 11 members.

City of Fitchburg,

April 17, 2018

City Property Committee Oral Report
Meeting of April 17, 2018

Reports of
Committees
City Property
Committee

The City Property Committee recommended the following Petitions be held in Committee:

- 315-17. Key Fitchburg, LLC, represented by Elisha W. Erb, Legal Counsel, to petition the City of Fitchburg's Public Works Department to accept a gift of land located on the east side of John Fitch Highway, Parcel 86-4, as described in the enclosed petition.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

accept a gift from Key Fitchburg, LLC to the City of Fitchburg's Department of Public Works of the land located on the east side of John Fitch Highway that is Fitchburg Assessors' Parcel 86-4, it being the land described in the proposed deed attached hereto.

Key Fitchburg, LLC

By: 

Elisha W. Erb, Legal Counsel

2017 DEC 14 AM 8:49

FITCHBURG CITY CLERK

ERB+SOUTH+COTTE
PO BOX 827
FITCHBURG, MA 01420
978-343-4856

QUITCLAIM DEED

Key Fitchburg, LLC, a Massachusetts limited liability company,

FOR ONE DOLLAR (\$1.00) CONSIDERATION PAID
GRANTS TO

The **City of Fitchburg**, a Massachusetts Municipality, acting through its
Department of Public Works, with offices at 301 Broad Street, Fitchburg,
Massachusetts,

WITH QUITCLAIM COVENANTS

The parcel of land on the east side of John Fitch Highway, Fitchburg identified
by the Fitchburg Assessors as Parcel 86-4. Said parcel of land is bounded and
described as follows¹:

Beginning at the southwest corner thereof at a point in the easterly
sideline of John Fitch Highway and at land now or formerly of James
Harris (See Plan Book 302, Page 19);

Thence northerly by a curve to the left with a radius of 1,786.08 feet, by
the westerly sideline of John Fitch Highway, approximately 350 feet
measure along said sideline to the centerline of the former location of
Baker Brook at land the Roman Catholic Bishop of Worcester conveyed
to Rita Goode (see the deed recorded in Book 895, Page 489);

Thence northerly by the former centerline of Baker Brook and said Goode
land, approximately 370 feet to land now of the Grantor formerly owned
by Dora K. Baker (See Plan Book 117, Page 11 and Plan Book 121, Page
11. The said Dora K. Baker land is Parcel II in the deed to the Grantor
recorded in Book 4473, Page 270.)

Thence North 89° 17' East (per Plan Book 117, Page 11) beside said
Baker land and land now of City of Fitchburg (See Book 1448, Page 167)
approximately 482 feet to the town line between Fitchburg and
Lunenburg;

Thence South 2° 46' 08" West, (per Plan Book 236, Page 11), by said
town line, 883.24 feet to other land of the Grantor (said other land is
"Baker Pond", so called, it being Parcel VI in the Book 4473, Page 270
deed. See also Plan Book 122, Page 25);

Thence South 87° 56' 30" West (per Plan Book 122, Page 25), beside
Baker Pond, 64.58 feet to a corner:

¹ The angular directions reported in the property description are taken from various
plans as reported in the description. The true north of said plans vary slightly from
plan to plan.

LOCATION OF PROPERTY: East side of John Fitch Highway, Fitchburg

Thence North 76° 01' West, beside Baker Pond, 137.30 feet to a corner;

Thence North 56° 18' 30" West, beside Baker Pond, 110.36 feet to a corner;

Thence North 72° 24' 20" West, beside Baker Pond, 252.24 feet to a corner;

Thence South 89° 38' West, beside Baker Pond 86.70 feet to said land formerly of James Harris;

Thence North 52° 32' West, beside said Harris land 150.90 feet to the place of beginning.

Containing approximately 10.9 acres.

Being the part of Parcel IV in the deed to the Grantor from Reva Goode and from Meryl Rittenberg, as trustee of MSK Realty Trust, dated 22 November 2002, recorded in the Worcester Northern District Registry of Deeds in Book 4473, Page 270 remaining after excluding the part of the parcel located in Lunenburg that was transferred to the Town of Lunenburg by:

Order of Taking by the Town of Lunenburg dated 15 October 1979, recorded in Book 1232, Page 157 (See Plan Book 236, Page 11);

Bessie Kriensky's deed to the Town of Lunenburg date 19 June 1980. recorded in Book 1245, Page 375; and

Reva Goode's deed to the Town of Lunenburg date 4 January 1980. recorded in Book 1245, Page 376.

SUBJECT TO

The land conveyed by this deed is subject to:

the 60 foot wide power line easement that Edith Baker granted to Fitchburg Gas and Electric Light Company dated 24 July 1947, recorded in Book 633, Page 383 and

the 150 foot wide power and gas line easement Charleen J. Baker and Charles B. Baker granted Fitchburg Gas and Electric Light Company dated 14 August 1958, recorded in Book 823, Page 68. (See Plan Book 117, Page 11.)

This deed does not convey all, or substantially all, of the land owned by the grantor.

Reports of
Committees
City Property
Committee

Signed as a sealed document this ____ day of December 2017.

Key Fitchburg, LLC

SPECIMEN

By: _____
Peter D. Kriensky, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On the ____ day of December 2017, before me, the undersigned notary public, personally appeared Peter D. Kriensky, proved to me through satisfactory evidence of identification, which was <personal knowledge of identity><motor vehicle operator's license>, to be the person whose name is signed on the preceding deed and acknowledged to me that he signed it voluntarily for its stated purpose as a person authorized to sign real estate documents for Key Fitchburg, LLC.

Notary Public
My commission expires:

NOT PART OF THE DEED



LAND TO BE DONATED TO DEPARTMENT OF PUBLIC WORKS

City of Fitchburg, April 17, 2018

Reports of
Committees
City Property
Committee

316-17. Key Fitchburg, LLC, represented by Elisha W. Erb, Legal Counsel, to petition the Fitchburg Conservation Commission to accept a gift of three parcels of land located on the east side of John Fitch Highway and small parcel of land at the corner of intersection of Proctor Avenue with Woodbury Street as described in the enclosed petition.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

to authorize the Fitchburg Conservation Commission to accept pursuant to Massachusetts General Laws, Chapter 40, Section 8C, a gift from Key Fitchburg, LLC of three parcels of land located on the east side of John Fitch Highway and small parcel of land at the corner of intersection of Proctor Avenue with Woodbury Street, they being the land described in the proposed deed attached hereto.

Key Fitchburg, LLC

By: Elisha W. Erb
Elisha W. Erb, Legal Counsel

2017 DEC 14 AM 8:49
FITCHBURG CITY CLERK

ERB+900THCOTTE
PO BOX 827
FITCHBURG, MA 01420
978-343-4856

QUITCLAIM DEED

Key Fitchburg, LLC, a Massachusetts limited liability company,

FOR ONE DOLLAR (\$1.00) CONSIDERATION PAID
GRANTS TO

The **City of Fitchburg**, a Massachusetts Municipality, acting through its Conservation Commission, as authorized by Massachusetts General Laws, Chapter 40, Section 8C, with offices at 301 Broad Street, Fitchburg, Massachusetts,

WITH QUITCLAIM COVENANTS

four parcels of land located in the easterly side of John Fitch Highway, Fitchburg, Massachusetts, and one parcel of land located where Woodbury Avenue meets Proctor Avenue, they being:

Parcel 1 (Northerly part of Assessor's Parcel 86-2)

A certain parcel of land located on the easterly side of John Fitch Highway, Fitchburg bounded and described as follows:

Beginning at the most southwesterly corner thereof on the easterly side of said highway at street bound No. 5 and Parcel 3 in this deed;

Thence North 13° 14' East, by said highway, 245.25 feet to a corner at land now or formerly of John Fitch Realty, LLC (Book 5014, Page 3);

Thence South 76° 46' East, by said John Fitch Realty, LLC land, 390 feet to a corner at conservation land of the City of Fitchburg (Book 1448, Page 167);

Thence South 32° 33' West, by said City land, 259.99 feet to a corner at Parcel 2 in this deed.

Thence North 76° 46' West, beside Parcel 2, for 304.03 feet to the place of beginning.

Containing approximately 85,109 sq. ft.

Being PARCEL I in Reva Goode and MSK Realty Trust's deed to the Grantor dated 22 November 2002, recorded in said Registry of Deeds in Book 4473, Page 270.

Parcel 1 is subject to:

the power line easement Sarah E. Brown granted to Fitchburg Gas and Electric Light Company dated 4 August 1947, recorded in the Worcester Northern District Registry of Deeds in Book 633, Page 401 and

LOCATION OF PROPERTY: easterly side of John Fitch Highway, Fitchburg and intersection of Woodbury Avenue and Proctor Avenue

the power line easement Sarah E. Brown granted to Fitchburg Gas and Electric Light Company dated 12 August 1958, recorded in the Worcester Northern District Registry of Deeds in Book 823, Page 71.

Parcel 2 (Southerly part of Assessor's Parcel 86-2)

A certain parcel of land located on the easterly side of John Fitch Highway, Fitchburg bounded and described as follows:

Beginning at the most northwesterly corner thereof on the easterly side of said highway at street bound No. 5 and land formerly of the Roman Catholic Bishop of Worcester (said Bishop's land is Parcel 3 in this deed.)

Thence South 76° 46' East, beside Parcel 1, for 304.03 feet to a corner at conservation land of the City of Fitchburg (Book 1448, Page 167);

Thence South 32° 33' West, beside said City land, 82.23 feet to a corner at land to be deeded by the Grantor herein to the City of Fitchburg acting through its Department of Public Works;

Thence North 82° 15' West, by said to be deeded land, approximately 184.15 feet to the center of the former location of Baker Brook at Parcel 3 in this deed;

Thence north westerly by Parcel 3 in this deed and the former location of Baker Brook by a slight curve to the left approximately 135 feet to the place of beginning.

Containing approximately 27,091 square feet.

Being PARCEL II in Reva Goode and MSK Realty Trust's deed to the Grantor dated 22 November 2002, recorded in said Registry of Deeds in Book 4473, Page 270.

Parcel 2 is subject to:

the power line easement Sarah E. Brown granted to Fitchburg Gas and Electric Light Company dated 4 August 1947, recorded in the Worcester Northern District Registry of Deeds in Book 633, Page 401 and

the power line easement Dora K. Baker granted to Fitchburg Gas and Electric Light Company dated 14 August 1958, recorded in the Worcester Northern District Registry of Deeds in Book 823, Page 70.

Parcel 3 (Assessor's Parcel 86-3)

A certain parcel of land located on the easterly side of John Fitch Highway, Fitchburg bounded and described as follows:

Beginning at the most northwesterly corner thereof on the easterly side of said highway at street bound No. 5;

Thence southerly by the westerly sideline of John Fitch Highway approximately 405 feet to a corner at the land to be deeded by the Grantor herein to the City of Fitchburg acting through its Department of Public Works;

Thence northeasterly, northerly and northwesterly by the former centerline of Baker Brook, the land to be conveyed to the City of Fitchburg acting through its Department of Public Works and Parcel 2 in this deed.

Being the same land that the Roman Catholic Bishop of Worcester conveyed to Rita Goode by the deed dated 6 January 1962, recorded in said Registry of Deeds in Book 895, Page 489. The land passed on Rita Goode's death to her son Joel Goode (see his Affidavit recorded in said Registry of Deeds in Book <>, Page <>). He conveyed to the land to the Grantor herein by the deed dated <>, recorded in said Registry of Deeds in Book <>, Page <>.

**Parcel 4 (Assessor's Parcel 99-2)
(The part of Baker's Pond located in Fitchburg)**

A certain parcel of land located easterly of John Fitch Highway, Fitchburg bounded and described as follows:

Beginning at a point which is North 52° 32' West, 150.90 feet and North 61° 36' 10" West 25.00 feet from Station 15+74.77 on the centerline of the layout of John Fitch Highway.

thence North 89° 38' East, 86.70 feet to a corner;

thence South 72° 24' 20" East, 252.24 feet to a corner;

thence South 56° 18' 30" East, 110.36 feet to a corner;

thence South 76° 01' East, 137.30 feet to a corner;

thence North 87° 56' 30" East, 62.92 feet (94.14, -31.22) to the town line between Fitchburg and Lunenburg. The preceding five courses are beside the land to be deeded by the Grantor herein to the City of Fitchburg acting through its Department of Public Works;

thence South 2° 44' 34" West, by said town line, 642.42 feet to a corner at land now or formerly of Aho;

thence North 71° 30' 30" West 413.23 feet (511.79 – 98.56) to the easterly side of Proctor Avenue, so called;

thence North 18° 31' 30" East, beside the easterly sideline of Proctor Avenue, 98.00 feet to a corner at the northerly sideline of Woodbury Avenue;

thence North 71° 28' 30" West, by the northerly sideline of Woodbury Avenue, 108.00 feet to a corner at land now or formerly of L. Smith,

thence North 0° 57' East, beside said L. Smith land, 62.95 feet to a corner;

thence North 35° 15' East, beside said L. Smith land, 30.00 feet to a corner;

thence North 14° 10' East, beside said L. Smith land and land now or formerly of S. E. Smith, 21.33 feet to a corner;

thence North 17° 58' 30" West, beside said S. E. Smith land, 62.21 feet to a corner;

thence North 1° 50' East, beside said S. E. Smith land, 52.21 feet to a corner;

thence North 9° 57' East, beside said S. E. Smith land, 54.84 feet to a corner;

thence North 81° 26' 30" West beside said S.E. Smith land and the end of Ray Avenue approximately 100.97 feet (152.97 – 52.00) to a corner at land now or formerly of Dean-Little Realty Trust;

thence North 18° 31' 30" East beside said Realty Trust land, 196.7 feet to a corner;

thence North 52° 32' West, beside said Realty Trust land; 126.1 feet to the place beginning.

Containing approximately 8.08 acres.

Being the part located in Fitchburg of PARCEL VI in Reva Goode and MSK Realty Trust's deed to the Grantor dated 22 November 2002, recorded in said Registry of Deeds in Book 4473, Page 270. (Said deed description erroneously includes the part of such land that Sidney G. Goode had conveyed to Dean-Little Realty Trust by the deed dated 25 September 1063, recorded in said Registry of Deeds in Book 934, Page 302. The above deed description does not include the land that had been conveyed to Dean-Little Realty Trust.)

Parcel 4 is subject to the easements and obligations stated in the Boston and Maine Railroad's deed to Fitchburg Plaza, Inc. dated 7 June 1962 recorded in said Registry of Deeds in Book 904, Page 293.

Parcel 5 (Not assessed)

A certain small triangular parcel of land in the westerly corner of the intersection of Proctor Avenue with Woodbury Street, bounded and described as follows:

Beginning at the point in the westerly sideline of Proctor Avenue, that is North 71° 30' 30" West 40.00 feet from the point in the easterly sideline of Proctor Avenue that is North 18° 31' 30" East, 539.31 feet from a brass plate in a concrete bound where said easterly sideline curves to meet Summer Street;

Thence from said beginning point, North 71° 30' 30" West, 7.00 feet to a corner at land now or formerly of Belmont Realty;

Thence North 12° 34' 30" West, beside said Belmont Realty land, 67.75 feet to a corner located in the southerly sideline of Woodbury Avenue;

Thence South 71° 28' 30" East, by the southerly sideline of Woodbury Avenue, 27.00 feet to a point of curvature;

Thence by a curve to the right with a radius of 15.00 feet, beside the fillet where Woodbury Avenue meets Proctor Avenue, for a distance measured along the arc of 23.56 feet at a point of tangency with the westerly sideline of Proctor Avenue;

Thence South 18° 31' 30" West, by the westerly sideline of Proctor Avenue, 43.00 feet to the place of beginning.

Containing approximately 1,373 square feet.

Being PARCEL VII in Reva Goode and MSK Realty Trust's deed to the Grantor dated 22 November 2002, recorded in said Registry of Deeds in Book 4473, Page 270.

This deed does not convey all, or substantially all, of the land owned by the grantor.

Signed as a sealed document this ____ day of December 2017.

Key Fitchburg, LLC

SPECIMEN

By: _____
Peter D. Kriensky, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On the ____ day of December 2017, before me, the undersigned notary public, personally appeared Peter D. Kriensky, proved to me through satisfactory evidence of identification, which was <personal knowledge of identity><motor vehicle operator's license>, to be the person whose name is signed on the preceding deed and acknowledged to me that he signed it voluntarily for its stated purpose as a person authorized to sign real estate documents for Key Fitchburg, LLC.

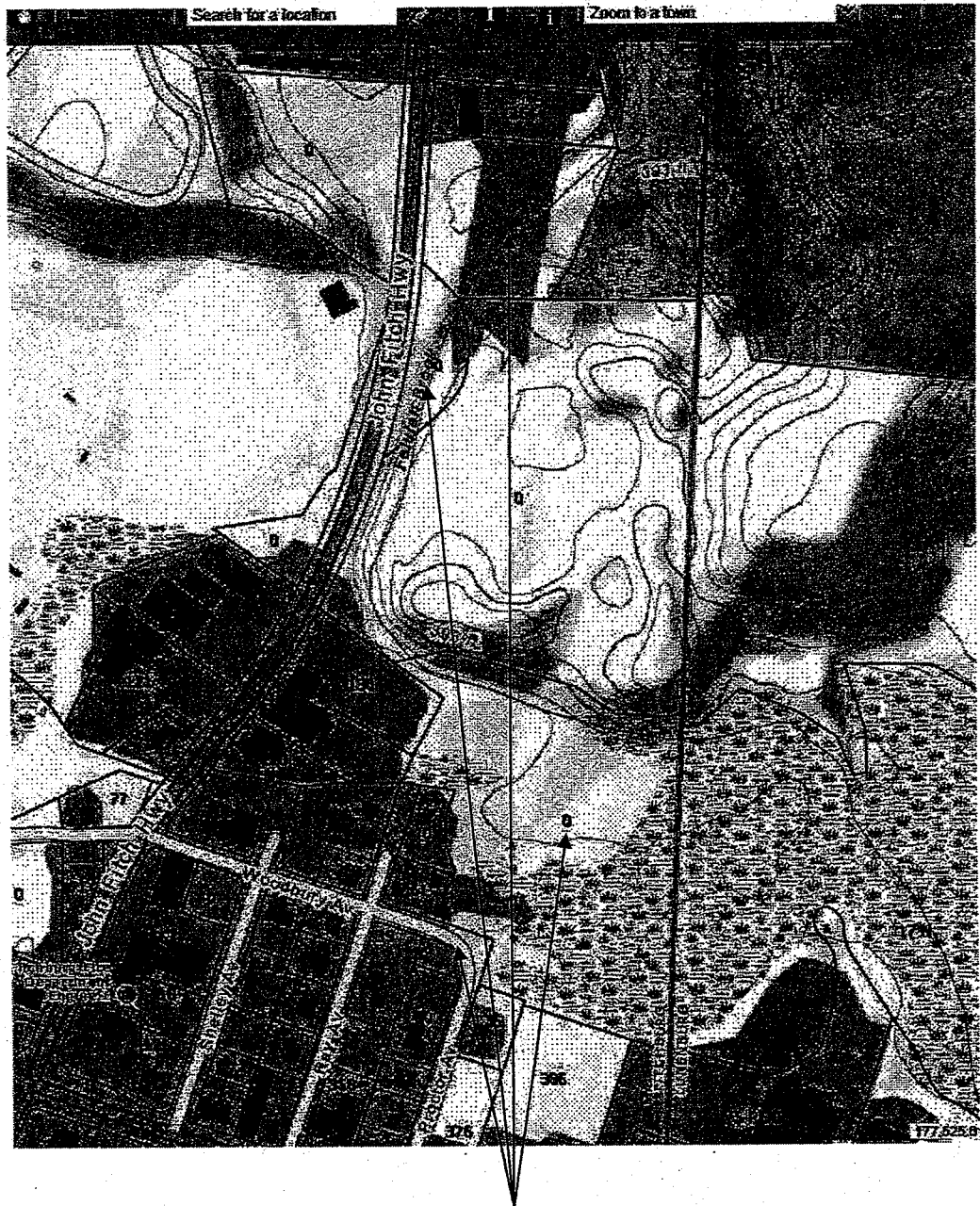
Notary Public
My commission expires:

Notes to title examiners:

Parcels 2 and 3 appear in the plan recorded in Planbook 117, Page 11.
Parcels 4 and 5 appear in the plan recorded in Planbook 122, Page 25.
Plan Book 302, Page 19 shows the land adjacent Parcel 4 that had been conveyed to Dean-Little Realty Trust.

Reports of
Committees
City Property
Committee

NOT PART OF THE DEED



LAND TO BE DONATED TO CONSERVATION COMMISSION

PROPERTY LOCATION		MAP	88	BLOCK	2	LOT	0	1105241		
0		BAKERS BROOK, FITCHBURG			EXTERIOR INFORMATION			TAX DISTRICT		
OWNERSHIP		KEY FITCHBURG, LLC								
200 BOYLSTON STREET										
CHESTNUT HILL										
MA										
02467										
ACTIVITY INFORMATION										
PROPERTY FACTORS					GENERAL INFORMATION					
CBD		C BUS								
100										
CONDO INFORMATION		DEPRECIATION			BATH FEATURES					
		Average								
		0.00%			City of Fitchburg					
		%			%					
		%			86-2-0					
IN PROCESS APPRAISAL SUMMARY		0%			10624					
390		8,980			134,900			134,900		
					134,900			134,900		
		8,980			134,900			134,900		
Market Adj Cost		N/A			N/A					
PREVIOUS ASSESSMENT		12/11/17			15:40:15			REMODELING		
2018		390			8,980			134,900		
2017		390			8,980			134,900		
SALES INFORMATION		GOODE, REVA TC			1/4/73-2/70			1/2/18/2002 CONVEIENCE		
		KRIENSKY, BESSI			2/15/9-2/68			1/1/31/1992 CONVEIENCE		
SPEC FEATURES/YARD ITEMS		1/Yes			No			1/No		
		No								
LAND SECTION		N								
390 LAND-C		43560			SQUARE FEET			0		
390 LAND-C		7.98			ACRES			EXCESS		
								0		
								16,120		
								0.553		
								WET		
								-50		
								WET		
								-50		
								CBD		
								390 LAND-C		
								134,917		
								134,900		
								Y		
Disclaimer: This information is believed to be correct but is subject to change and is not warranted.		Database: AssessPro - Counter			aprio			2019		

Reports of
Committees
City Property
Committee

[illegible]

[illegible]

Report accepted. Petitions held in Committee by unanimous vote.
10 members present. Board consists of 11 members.

Reports of
Committees

Finance Committee

Finance Committee
Meeting of April 10, 2018

The Finance Committee recommended the following Orders be adopted:

- 093-18. ORDERED THAT: There be and hereby is transferred from within the sum of THREE THOUSAND, ONE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$3,115.00) same to be transferred from ELECTION & REGISTRATION, PERSONAL SERVICES, ELECTION WORKERS (\$2,634.00) and ELECTION & REGISTRATION, PERSONAL SERVICES, OVERTIME (\$481.00) and credited to CITY CLERK, PERSONAL SERVICES, ASSISTANT CITY CLERK (\$2,767.00) and CITY CLERK, PERSONAL SERVICES, OVERTIME (\$348.00)
- 094-18. ORDERED THAT: There be and hereby is appropriated the sum of SIX HUNDRED AND 00/100 DOLLARS (\$600.00) same to be charged against AVAILABLE FUNDS and credited to CITY CLERK, PERSONAL SERVICES, OVERTIME.
- 095-18. ORDERED THAT: There be and hereby is appropriated the sum of SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00) same to be charged against AVAILABLE FUNDS and credited to COUNCIL ON AGING, BUILDING MAINTENANCE for the purpose of improving the air quality in the basement of the Senior Center.
- 096-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Executive Office of Public Safety and Security grant in the approximate amount of \$4,418.40 (FOUR THOUSAND, FOUR HUNDRED EIGHTEEN AND 40/100 DOLLARS) for the purpose of said grant, which is to enhance effective pedestrian, bicycle, and moped-type enforcement.

Report read and accepted. Orders adopted by unanimous vote. 10 members present. Board consists of 11 members.
Orders signed by the Mayor April 18, 2018.

Planning Board
Meeting of April 10, 2018

The Planning Board recommended the following Petition be granted as outlined in the following Communication:

- 102-18. The City of Fitchburg Planning Board, to amend section 181.13(c) 14-A of the Fitchburg Zoning Ordinance to allow "Seasonal Outdoor Dining" as a permitted use in the Industrial and Light Industrial districts, as shown on the attached.



CITY OF FITCHBURG
PLANNING BOARD
166 BOULDER DRIVE
FITCHBURG, MASSACHUSETTS 01420

(978) 829-1891
PHONE

(978) 829-1965
FAX

DATE: April 11, 2018

TO: City Council
City Clerk

FROM: Paula Caron, Chair
Fitchburg Planning Board

SUBJECT: Ordinance #102-2018 to amend Section 181.13(c)14-A, Seasonal Outdoor Dining

At its April 10, 2018 meeting the Fitchburg Planning Board voted unanimously to recommend in favor of the above-noted amendment, and suggests that "Seasonal Outdoor Dining" also be permitted by right in the Commercial & Automotive (C&A) zoning district.

cc: Law Dept.
Planning Board members

attachment

2018 APR 12 AM 9:02

FITCHBURG CITY CLERK

Reports of
Committees

Planning Board

Reports of
Committees

Planning Board

Amend Sec. 181.13(c) 14, to allow "Seasonal Outdoor Dining" in the Limited Industrial & Industrial districts
AND Commercial & Automotive zoning districts, as follows:

PRINCIPAL USE:	RR	RA-1	RA-2	RB	RC	CBD	NBD	C&A	LI	I	MS	FSC
C. COMMERCIAL USES												
14. Restaurant	N	N	N	BA	BA	Y	Y	Y	PB	PB	N	PB
14A. Seasonal outdoor dining	N	N	N	Y	Y	Y	Y	N Y	N Y	N Y	N	PB

SYMBOLS:
Y = Permitted Use CC = Special Permit from City Council
N = Prohibited Use PB = Special Permit from Planning Board
BA = Special Permit from Board of Appeals

Report accepted. 10 members present. Board consists of 11 members.
Petition is scheduled for a City Council Hearing May 1, 2018.

City of Fitchburg,

April 17, 2018

Public Hearing
Petition #100-18

PUBLIC HEARINGS

- 100-18. Comcast of Massachusetts III, Inc., for a grant of location, to install a new underground conduit system to provide service to 29 and 37-43 Blossom Street.



FITCHBURG CITY CLERK

Comcast
David R. Flewelling
Specialist 2 Construction
9 Forbes Road, Suite 9B
Woburn, MA 01801
Cell - 617-279-7864
dave_flewelling@cable.comcast.com

2018 MAR 26 PM 12:10

March 26, 2018

City Clerk
City of Fitchburg
City Hall
166 Boulder Drive
Fitchburg, MA 01420

RE: Blossom Street
Fitchburg, MA

Dear Ms. Farrell:

Comcast of Massachusetts III, Inc. would like to request a hearing with the Fitchburg City Council for a grant of location. The purpose of the grant of location request is to install a new underground conduit system to provide service to 29 and 37- 43 Blossom Street.

Blossom Street: Starting at the existing Utility Pole No. 1/92. Excavating to install (2) 3" PVC Conduits 322' ± to a proposed 24"x 36" sidewalk vault. Continuing from the proposed vault with (2) 3" PVC Conduits 60' ±. As shown on the attached construction sketch.

Please feel free to call me with any questions; I can be reached at 617-279-7864.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Flewelling".

David R. Flewelling
Specialist 2, Construction

Enclosure (3)

Public Hearing
Petition #100-18

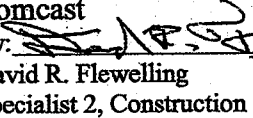
PETITION OF COMCAST FOR LOCATION FOR CONDUITS AND MANHOLES

To the City Council for the City of Fitchburg, Massachusetts:

Respectfully represents Comcast of Massachusetts III, Inc., a company incorporated for the distribution of telecommunications services, that it desires to construct a line for such telecommunications under the public way or ways hereinafter specified.

Blossom Street: Starting at the existing Utility Pole No. 1/92. Excavating to install (2) 3" PVC Conduits 322' ± to a proposed 24"x 36" sidewalk vault. Continuing from the proposed vault with (2) 3" PVC Conduits 60' ±. As shown on the attached construction sketch.

Wherefore, your petition prays that, after due notice and hearing as provided by law, the City Council may by Order grant your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by Comcast of Massachusetts III Inc. dated, March 26, 2018 and filed here with, under the following public way or ways of said City of Fitchburg:

Comcast
By: 
David R. Flewelling
Specialist 2, Construction

Dated this March 26, 2018

City of Fitchburg Massachusetts

Received and filed _____, 2018

ORDER FOR CONDUIT LOCATION

In the City Council for the City of Fitchburg, Massachusetts.

ORDERED:

That permission be and hereby is granted to Comcast of Massachusetts III, Inc., to lay and maintain underground conduits and manholes, with the wires and cables to be placed therein, under the surface of the following public way or ways as requested in petition of said Company dated March 26, 2018

Blossom Street: Starting at the existing Utility Pole No. 1/92. Excavating to install (2) 3" PVC Conduits 322' ± to a proposed 24"x 36" sidewalk vault. Continuing from the proposed vault with (2) 3" PVC Conduits 60' ±. As shown on the attached construction sketch.

Substantially as shown on plan marked - Proposed Comcast Underground, filed with said petition.

Also that permission be and hereby is granted said Comcast to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions:

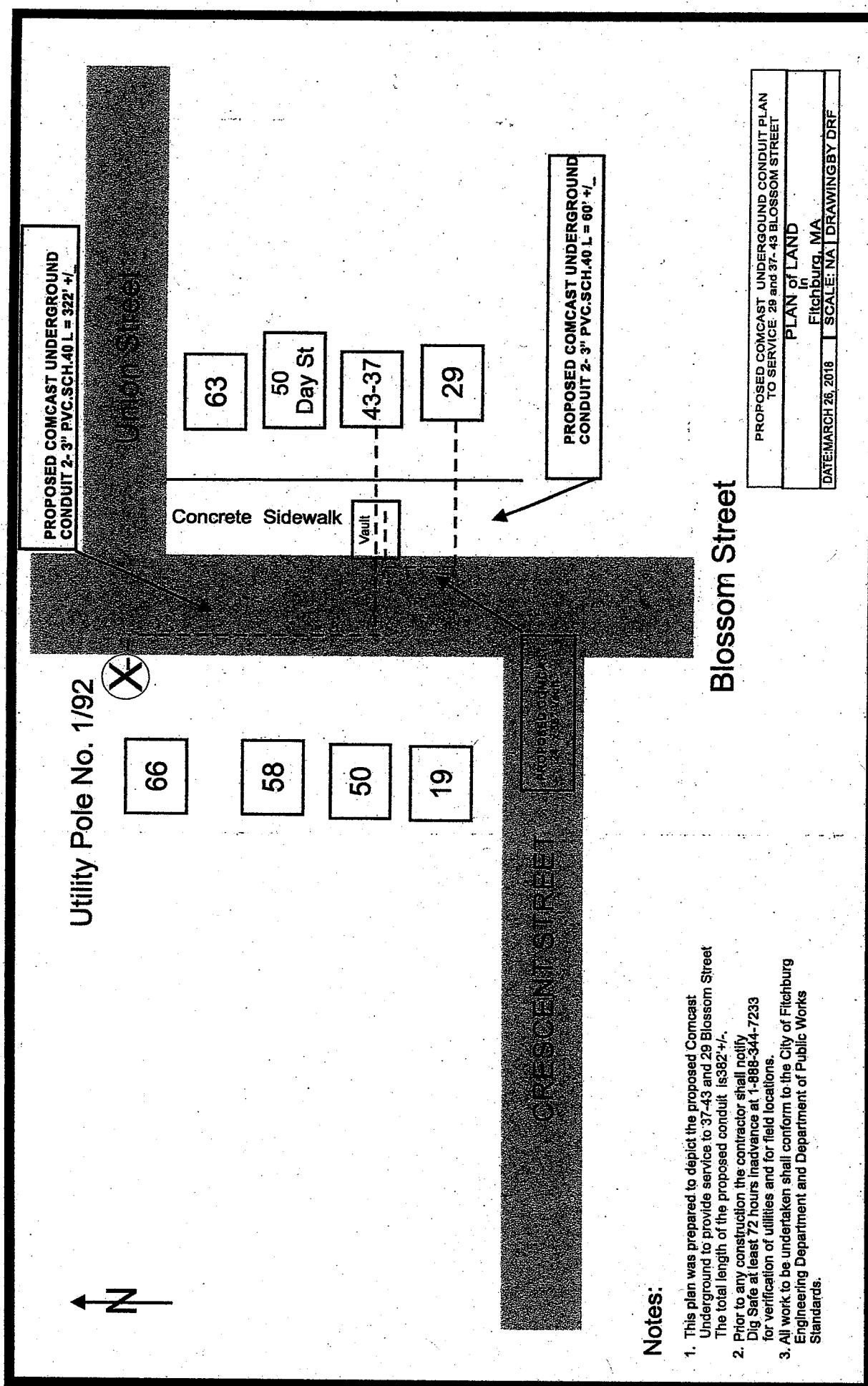
1. The conduits and manholes shall be of such materials and construction and all work done in such manner as to be satisfactory to the City Council or to such officers as it may appoint to the supervision of the work.
2. Said Company shall indemnify and save the City harmless against all damages, costs and expense whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
3. In addition said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of One Hundred Thousand Dollars (\$100,000) (reference being had to the bond already on file with said City) conditioned for the faithful performance of its duties under this permit.
4. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

I hereby certify that the foregoing order was adopted at a meeting of the City Council for the City of Fitchburg, Massachusetts, held on the _____ day of _____ 2018.

(over)

Town Clerk

Public Hearing
Petition #100-18



Hearing held. Mr. David Flewelling was present. Councillor Donnelly stated that this project will affect property that he owns on Blossom Street therefore he recused himself and left the room. Mr. Flewelling confirmed that they will install an additional 3" shadow conduit for future use by the City as part of this project. No one spoke in favor of or in opposition to the petition. Hearing closed and petition granted by unanimous vote. 10 members present. Board consists of 11 members.

- 101-18. Lt. Philip Jordan, Fire Prevention Bureau, and Kevin D. Roy, Chief of Fire Department, to revoke the land license for flammable/combustible storage at 938 Main Street, upon request of the land owner.



Fire Prevention Director
Lt. Phil Jordan

**City of Fitchburg, Massachusetts
FIRE PREVENTION BUREAU**

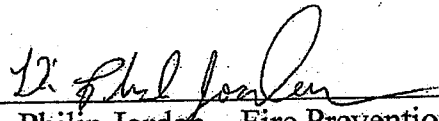
33 North Street
Fitchburg, MA 01420

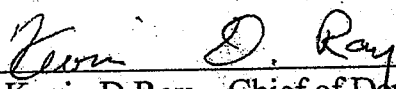
978-345-9672
FAX: 978-345-9589

City Clerk: Anna Farrell
Date: 3-26-2018

Please be advised that I have been requested to remove the Flammable/Combustible Licensing from the property of 938 Main Street (former gas station). I personally talked to Mr. Khalid and explained the fact that the property may not requalify for permit due to more stringent code requirements and he would potentially lose any grandfather status. He was advised of the information and still wishes to remove the Land License for fuel – regulated by the City of Fitchburg. The Fire Department can provide record of removal of the fuel storage tanks and soil sampling was performed. The only tank in question that exists – is a potential underground heating oil tank on the D-side of the building. Heating oil tanks, tied to a furnace for heating, are considered “consumptive use tanks” and are not regulated by DEP or the FD.

On the request of the owner, to my office, please remove the Land License for flammable fillable and remove the associated billing and fees. Please contact FD for any further questions or issues.


Lt. Philip Jordan – Fire Prevention Bureau


Kevin D Roy – Chief of Department

Hearing held. FFD Lt. Philip Jordan was present. He stated that the owner has removed the old tanks and that inspections have been completed. He stated that the owner requested the revocation of the license because he does not want the license and that the owner was made aware by both the FFD and the City Clerk's office that the property would not qualify for reinstatement of the license should he later change his mind because of stricter present-day requirements. Although the owner of the property was notified of the hearing, he was not present.

Hearing closed and petition granted by unanimous vote. 10 members present. Board consists of 11 members.

Orders-Finance

ORDERS-FINANCE

106-18. ORDERED THAT: The Honorable Mayor Stephen DiNatale is authorized on behalf of the City of Fitchburg to facilitate and execute the attached Community Host Benefit agreement with Garden Remedies, Inc. located at 307 Airport Road, Fitchburg, MA.

City of Fitchburg

In City Council, _____

FITCHBURG CITY CLERK

2018 APR 10 PM 3:08

ORDERED:-- That

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "Act") and its implementing regulations at 105 CMR 725.000 et seq. (the "Regulations"); and

WHEREAS, the City does not oppose the establishment of a lawful Medical Marijuana cultivation, processing and/or dispensary facility within the City of Fitchburg for a period beginning on the date in the first paragraph of this Agreement and ending on termination as provided herein; and

WHEREAS, the Company has identified a site and wishes to locate a Medical Marijuana cultivation and processing facility and dispensary at 307 Airport Road, Fitchburg, Massachusetts (the "Facility") in accordance with the Regulations issued by the Commonwealth of Massachusetts Department of Public Health (the "DPH"); the Parties agree that the site at 307 Airport Road, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals; and

WHEREAS, the Company may wish to operate a Marijuana Establishment for the cultivation, manufacturing and dispensing of marijuana and marijuana products as authorized by G.L. c. 94G if such operation is authorized and permitted by the City;

WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the letter of non-opposition which has been executed in reliance on the promises made herein; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

City of Fitchburg, April 17, 2018

Orders-Finance

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred as a result of the City's acts and omissions in reliance on the promises contemplated by the parties; and

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same; and

NOW THEREFORE, IT IS ORDERED that in order to address the impacts sustained by the city in connection with the siting the facility, the company offers the attached Community Host Benefit Agreement for Medical Marijuana Cultivation, Processing and Dispensary Facility and the City accepts this Agreement in accordance with G.L. c. 94G §3(d);

NOW THEREFORE, IT IS FURTHER ORDERED AND VOTED that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and behalf of said City to execute and deliver any and all documents and take any and all acts necessary, convenient, and helpful to facilitate and execute the agreement and site the facility.

CITY OF FITCHBURG AND GARDEN REMEDIES, INC.**COMMUNITY HOST BENEFIT AGREEMENT FOR
MEDICAL MARIJUANA CULTIVATION FACILITY**

This Community Host Benefit Agreement (the "**Agreement**") is entered into this 1 day of April, 2018, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "**City**") and Garden Remedies, Inc. (the "**Company**"), a Massachusetts nonprofit corporation with an address of 697 Washington Street, Newton, MA 02458.

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "**Act**") and its implementing regulations at 105 CMR 725.000 et seq. (the "**Regulations**"); and

WHEREAS, the City does not oppose the establishment of a lawful Medical Marijuana cultivation facility within the City of Fitchburg for a period beginning on the date in the first paragraph of this Agreement and ending on termination as provided herein; and

WHEREAS, the Company currently operates a Medical Marijuana cultivation and processing facility at 307 Airport Road, Fitchburg, Massachusetts (the "**Facility**") in accordance with the Regulations issued by the Commonwealth of Massachusetts Department of Public Health (the "**DPH**") which the City considers a legally preexisting nonconforming use; the Parties agree that the site at 307 Airport Road, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, the Company wishes to expand its current Medical Marijuana cultivation and processing operations within the current property boundaries of the premises leased or owned by the Company; and

WHEREAS, the Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals; and

WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to a letter of non-opposition which has been executed in reliance on the promises made herein; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary.

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred as a result of the City's acts and omissions in reliance on the promises contemplated by the parties;

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

NOW THEREFORE, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

- a. The Company agrees to pay an impact fee to the City, in the amounts and under the terms provided herein ("Impact Fee"). The Treasurer of the City shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d). The purpose of the Impact Fee is to alleviate the impacts from the siting of the Facility within the City. The Parties have reviewed the various costs and impacts to the City of the siting and operation of the Facility. After review, the Parties agree that the Impact Fee listed herein is directly proportional and reasonably related to the costs and other impacts imposed upon the City by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true measure of the costs and other impacts experienced by the City. The parties agree that siting this and similar facilities can have costs and impacts including, but not limited to, a) the perpetuation of a negative perception of the City, b) an increased impact on the health and security of its Citizens, c)

Orders-Finance

an increased impact on the roads and public services of the City, d) increased administrative and compliance costs, e) increased regulatory and inspectional services. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic issues facing the City; to support substance abuse education, prevention, treatment, and housing; to repair or improve the City's infrastructure and utility services; to increase public health and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with the Company (except as otherwise provided for herein); and all other costs incurred in connection with the recited impacts. This Impact Fee has been calculated without reference to legal fees associated with the negotiation, drafting and execution of this Agreement. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

- b. The Company shall cooperate in supplying any documentation requested by the City as to itemization of any impact of siting the Facility within the City, upon the City's request.
 - c. The Company agrees that the Impact Fee and this Agreement shall be applicable to the entirety of its operations at the Facility, despite the fact that some operations at the Facility predate this Agreement, and hereby agree to waive any objection to the applicability of the terms of this Agreement, specifically including but not limited to the Impact Fee, on such basis.
2. Term: The term of this Agreement shall begin on the date of final execution by all parties and approval by the Fitchburg City Council, as the parties agree that the Final Certificate of Registration has already been issued by the DPH (the "**Commencement Date**") and shall terminate on the earliest of:
- a. Any date in which any DPH or local license or permit is revoked, rescinded or expires without having been renewed; or
 - b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or
 - c. Upon termination by the Company pursuant to Section 15 hereof provided all payments due hereunder have been made.

- d. Regardless of the reason for termination, upon termination the next Annual Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the "Final Annual Payment"). The Company shall pay the Final Annual Payment to the City within thirty (30) days after the date of termination.
 - e. The Agreement shall continue until termination even if payment of the Annual Fee ceases pursuant to requirement of law. The parties acknowledge that the terms of G.L. c. 94G §3(d) apply to this Agreement.
3. The term "Gross Sales" as used in this Agreement shall mean the grand total of all sales transactions without any deductions included in the figure. This definition shall include but not be limited to sales of marijuana, marijuana infused products, marijuana accessories, and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c. 94G §1 or 105 CMR 725.004, and any other merchandise or product sold by the Company, cultivated, processed or sold from or through the Facility ("Goods"). The term "Gross Internal Sales" as used in this Agreement shall mean all Gross Sales occurring through transfers of Goods cultivated or processed at the Facility to a Medical Marijuana Treatment Center (RMD), Marijuana Retailer, or other facility wholly owned by the Company without compensation, and such Sales shall be valued at the price paid when such Goods are sold to any Qualified Patient or retail customer. The definition of "retail customer" and other terminology related to non-medical marijuana shall be clarified by memorandum between the Parties to be executed upon commencement of non-medical marijuana operations by the Company.
4. The Company shall forward to the City the following amounts as the Impact Fee:
- a. One and one-quarter (1.25%) Percent of Gross Sales, excepting therefrom Gross Internal Sales, and One (1%) Percent of Gross Internal Sales, calculated for the twelve (12) month period following the Commencement Date and each anniversary thereof (the "Annual Payment").
 - b. The Company shall make the Annual Payment in equal quarterly installments every three months, with each payment due on the 30th day following the end of the three month period. At the option of the Company, the due date may be amended once, by written request, to align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.
 - c. In the City's sole discretion, it may direct the Company to provide some

Orders-Finance

services or materials on account of the amounts specified herein (the "Services"). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City, and the City shall credit the Annual Payment in said amounts. Notwithstanding the foregoing, the Company shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the same.

- d. To the extent that the Annual Payment is limited by the law of the Commonwealth of Massachusetts at the time the Annual Payment is due to an amount less than that specified in this Agreement, the Annual Payment shall be decreased to the maximum amount permissible.
 - e. The company shall be required to make the Annual Payment for the maximum period of time provided for by law, as the same may be modified from time to time. At the conclusion of this period the parties shall enter into a new agreement for an Impact Fee, unless otherwise prohibited by statute or regulation. Until a new agreement is reached, the current fee will remain in force and effect. Nothing in this provision will prevent the parties making any retroactive adjustment should the Impact Fee be increased or decreased in any future agreement.
5. The Company, in addition to any Services or Funds specified herein, shall establish a board within the Company (the "**Community Relations Board**") with oversight authority over, to the extent the same is controlled by the Company, the site plan, the signage and appearance of the Facility; provided, however, nothing herein shall prevent the DPH from having final approval over the Community Relations Board's oversight.
- a. The Community Relations Board shall be funded by the Company and have the authority to make a gift or grant of funds, goods and/or services on behalf of the Company to local charities or to contribute to addressing the City's needs. The Company shall fund the Community Relations Board in the amount of at least Five Thousand (\$5,000.00) annually, in excess of its obligation under any other agreement or portion of this Agreement, to make a meaningful contribution to local charities or the City's needs. The first such funding shall occur on the first anniversary of the Commencement Date and subsequent funding will occur on each anniversary thereof.
 - b. The City's needs and local charities shall be identified by the Community

Relations Board. Unless otherwise agreed by the parties, the Community Relations Board shall be comprised of a board of individuals numbering six (6) including three individuals appointed by the City's Mayor who shall serve as members with all of the rights including voting rights and none of the duties, and three others who are officers or directors of the Company. In the event of a tie or deadlock of the Community Relations Board the Mayor's most recent appointee's vote shall control. Each appointment shall be for a term of three (3) years. The Community Relations Board shall meet to identify needs and local charities and to make gifts or grants as aforesaid not less than twice per calendar year.

- c. Pursuant to the Regulations, any and all individuals associated with the Facility shall be subject to the requisite background checks. As such, all members of the Community Relations Board shall agree to submit to background checks with the DPH.
6. This Agreement and promises are contingent on the Company obtaining a Certificate of Registration from the DPH to operate a facility within the City, and the Company's receipt of any and all local approvals to locate, occupy and operate. The Parties acknowledge that the Company presently holds a Certificate of Registration from the DPH.
7. This Agreement and promises are contingent on the City Council's acceptance of the Agreement pursuant to G.L. c. 94G §3(d) and of any gift or grant being received pursuant to M.G.L. c. 44 § 53A, or at the option of the City pursuant to any other law or assignment.
8. The Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
9. The Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit, nonagricultural business organization owning the real-estate

Orders-Finance

in which the Facility is sited (hereinafter known as the "Full Real Estate Tax"). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.

10. The Company agrees that jobs created at the Facility will be made available to City of Fitchburg residents. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.
11. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.
12. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereto, and any amounts specified above as Impact Fees, gifts or grants, including but not limited to Paragraphs 4 and 5, shall not constitute taxes or be creditable thereto.
13. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:
 - a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice;
 - b. the Company fails to obtain, and maintain in good standing, all necessary

local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;

- c. the Company ceases to operate a Facility in the City;
- d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for Thirty (30) days following written notice from the City;
- e. the Company fails to participate in the Community Relations Board, unless otherwise limited or prevented from doing so; and,
- f. DPH deems the Company has committed an event of default (as defined in the Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the DPH.

14. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

15. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

16. If the City terminates this agreement the Company shall:

- a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the Company does discontinue operation of the Facility in any event, it shall have no further obligations under Section 5 and 6 of this Agreement except

Orders-Finance

for the Final Annual Payment as set forth above;

- b. not be relieved of liability to the City for damages sustained by the City for personal injury or property damage;
 - c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;
 - d. pay all amounts due and reasonably anticipated to be due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;
 - e. provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement; and
 - f. cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.
 - g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.
17. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, negotiation and execution of this Agreement as required in paragraph 28 below.
18. In the event that the Company desires to relocate the Facility within the City of Fitchburg it must obtain approval of the new location by the City.
19. This agreement is entered into with the understanding that the Commonwealth has permitted cultivation, processing and distribution of marijuana for non-medical purposes. In the event the Company engages in this activity, then the terms of this agreement including but not limited to the calculation of Gross Sales, the Commencement Date, and Impact Fee and/or maximum gifts or grants due hereunder, preferential treatment due to the Company's status and all non-monetary provisions of the Agreement shall also include and govern all such activity and relate to both medical and all other marijuana until renegotiated as provided for herein. The parties shall

execute a subsequent memo clarifying the application of the terminology of this agreement to non-medical marijuana activities to conform to the regulations issued by the Cannabis Control Commission.

20. Non-Medical Marijuana: The Company, its successors, and assigns hereby agrees that it shall not engage in cultivating, selling or processing marijuana and marijuana products for non-medical marijuana purposes within the City as a Marijuana Establishment as defined in G.L. c.94G Section 1 ("Non-Medical Use"), unless and until the Company is permitted therefore by the City through any procedure the City may require. The parties have entered into this Agreement with the presumption, as set forth in Paragraph 19 above, that this Agreement shall serve as an acceptable host agreement for such Non-Medical Use for cultivation, processing and manufacturing. If the validity of this provision is affected in whole or in part by passage of future legislation by the Commonwealth of Massachusetts, then the parties shall renegotiate the terms of this Agreement as to Non-Medical Use or enter into a separate Agreement regarding Non-Medical Use, including but not limited to potentially increasing the amount of the payments to be made to the City, in recognition that the additional use may have greater impacts and effects on the City.
21. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to pay an Impact Fee and/or to make the gift or grant and that this obligation is supported by valuable consideration, or, at the City's option, that the City is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.
22. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses:

The City: Vincent Pusateri
City Solicitor
Fitchburg City Hall
166 Boulder Dr.
Fitchburg, MA 01420

Orders-Finance

with a copy to: A.J. Tourigny
Mayor's Chief of Staff
166 Boulder Dr.
Fitchburg, MA 01420

Company: Garden Remedies, Inc.
697 Washington Street
Newton, MA 02458

23. Subject to the final sentence of this Section, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company's assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.
24. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
25. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH and the Attorney General. The Company shall provide audited financial statements by a CPA firm approved by the City in the event that in the City's discretion the same is required as a result of a legitimate material question or controversy relative to the Company's financial disclosure. In the event that the Company's financial disclosures are consistent with the results of the audit then the City will pay all of the reasonable and necessary expenses incurred in connection with conducting the audit. Within thirty (30) days following one year after the Commencement Date and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors.
26. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the

Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.

27. The Company shall contribute Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties. The Parties agree that this fee for legal services associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility, and does not compromise any portion of the Impact Fee referred to above. Said fee is due and payable upon execution of the Agreement.
28. The Company shall comply with all laws, rules, regulations, and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
29. If any term or condition of this Agreement, or any application thereof, shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
30. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee, gifts, grants or Services received under this Agreement cannot be received pursuant to G.L. c. 94G §3(d), or pursuant to M.G.L. c. 44 §53A, or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the City shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority, or other charitable organization, unless ordered otherwise by a court of competent jurisdiction.
31. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.
32. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a medical marijuana cultivation facility, processing facility, or dispensary between the parties, and it shall not be modified or amended

Orders-Finance

except by a written document executed by the parties hereto. Except as provided for in writing, this Agreement has no effect on any other agreements which the parties may have entered into regarding any matter other than this medical marijuana cultivation, processing and dispensary Facility.

33. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.

34. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]

City of Fitchburg, April 17, 2018

Orders-Finance

In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF FITCHBURG

Mayor Steven L. DiNatale
For the City of Fitchburg

Vincent P. Pusateri, II Esq.
Approved as to legal form:
City Solicitor

Orders-Finance

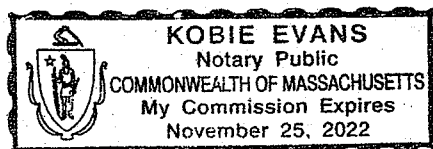
COMPANY:

Garden Remedies, Inc.

By: Karen Munkacy MD
Title: President/CEO, Garden Remedies, Inc.

State of Massachusetts
County of Middlesex

On this 1 day of April, 2018, before me, the undersigned notary public personally appeared Karen Munkacy and proved to me through satisfactory evidence of identification being ☒ Driver's license or other state or federal government document bearing a photographic image; ☐ Oath of affirmation of credible witness known to me who knows the above signatory, or ☐ My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.

Notary Public: [Signature]My Commission Expires: 11/25/2022

Page 15 of 15

Order was adopted under Suspension of the Rules by unanimous vote.
10 members present. Board consists of 11 members.
Order was signed by the Mayor April 18, 2018.

City of Fitchburg, April 17, 2018

Orders-Finance

The following Orders were referred to the Finance Committee:

107-18. ORDERED THAT: There be and hereby is appropriated the sum of NINETY-ONE THOUSAND, FIVE HUNDRED NINETY-TWO DOLLARS (\$91,592.00), same to be charged against AVAILABLE FUNDS and credited to accounts as follows:

Police/Dispatch-Personal Services:	\$79,431
Police/Dispatch-Overtime	\$ 9,000
Treasurer-Personal Service	\$ 3,161



The City of Fitchburg
Massachusetts
OFFICE OF THE MAYOR

STEPHEN L. DINATALE
MAYOR
166 BOULDER DRIVE
FITCHBURG, MA 01420
TEL. (978) 829-1801

AARON TOURIGNY
CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

April 12, 2018

Calvin D. Brooks
City Auditor
166 Boulder Drive
Fitchburg, MA 01420

Dear Mr. Brooks:

Kindly draw a council order for the City of Fitchburg to appropriate the sum of \$91,592.00 from Available Funds and credited to the following departments:

- | | |
|---|----------|
| • Police / Dispatch – Personal Services | \$79,431 |
| • Police / Dispatch – Overtime | \$ 9,000 |
| • Treasurer – Personal Services | \$ 3,161 |

Kindly draw a second council order for the City of Fitchburg to transfer \$7,568.00 from Airport Expenses, Aviation Fuel to Airport, Personal Services.

The purpose of these orders are to fund a new three year contract with Local 170, International Brotherhood of Teamsters, which covers the period July 1, 2017 to June 30, 2020.

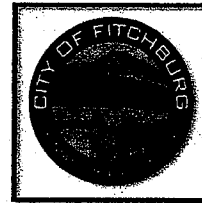
Thank you.

Regards,

Stephen L. DiNatale, Mayor

Orders-Finance

City of
Fitchburg



Department of
Human Resources

City Hall Offices
166 Boulder Drive, Ste. 108
Fitchburg, MA 01420
P. 978.829.1800
www.fitchburgma.gov
Monday – Friday
8:30 AM – 4:30 PM

Susan A. Davis
Director
P. 978.829.1809
F. 978.829.1966
sdavis@fitchburgma.gov

Steffani J. Santiago
Human Resources
Assistant II
P. 978.829.1808
F. 978.829.1966
ssantiago@fitchburgma.gov

April 11, 2018

Honorable Mayor Stephen D. DiNatale
Municipal Offices
166 Boulder Drive, Ste. 108
Fitchburg, MA 01420

Dear Mayor DiNatale:

Kindly be advised that negotiations with the Teamster's/Local 170, representing the Civilian Police Dispatchers, Parking Control Officer and Airport Linemen have concluded.

I have attached the signed Memorandum of Agreement and all related documents pertaining to this CBA.

As a result of these successful negotiations, I am requesting an appropriation from available funds in the amount of ninety-nine thousand one-hundred and sixty dollars (\$99,160). This amount represents the first year of the Collective Bargaining Agreement and associated retroactive wages.

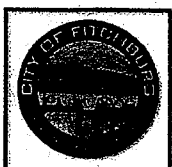
Please contact me should you have any questions related to this matter.

A handwritten signature in cursive script, reading "Susan A. Davis".

Susan A. Davis
Director of Human Resources

Cc: Calvin Brooks, City Auditor
Enc: Memorandum of Agreement
Designation of Beneficiary Form
Wage Matrix
Job Description/Civilian Police Dispatcher Position

FITCHBURG
Massachusetts



MEMORANDUM OF AGREEMENT
Between the
CITY OF FITCHBURG, MA
And the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 170



March 26, 2018

The City of Fitchburg (the "City") and the International Brotherhood of Teamsters, Local 170 ("Union"), collectively referred to as the "Parties," have concluded negotiations over changes to the terms of the Collective Bargaining Agreement between the Parties covering the period of fiscal years July 1, 2017 through June 30, 2020 and agree to extend their 2015 – 2017 Collective Bargaining Agreement ("CBA") from July 1, 2017 through June 30, 2020, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

1. COLLECTIVE BARGAINING AGREEMENT DOCUMENT

The current CBA document shall be reformatted and all grammatical errors shall be corrected. A preliminary revised document shall be submitted to the Union for review and approval prior to signing.

2. Article 4, EMPLOYEE BENEFITS

a. Section 2, Life Insurance

Replace ten thousand dollars (\$10,000) with fifteen thousand dollars (\$15,000).

b. Section 4, United States Savings Bonds

Remove from CBA.

c. Section 5, Deferred Compensation

Replace "provided by ING" with "provided by VOYA."

d. Section 6, Pension

Replace PERAC (Public Employee Retirement Administrator Commission) with PERAC (Public Employee Retirement Administration Commission).

3. Article 6, COMPENSATION, SHIFT DIFFERENTIAL & LONGEVITY

a. Section 1, Wages

Replace the current wage schedule with the attached wage matrix. Wages shall be modified as follows:

- Effective 07.01.2017 0%
- Effective 07.01.2018 1%
- Effective 07.01.2019 1%

The entry level dispatcher hourly wage shall be raised from \$16.02 to \$18.56 per hour, effective and retroactive to July 1, 2017. After six (6) months, provided that the employee's performance is satisfactory, the employee's step shall increase to Step 1, with a 1.5% hourly wage increase. All wages for each Step shall utilize the entry level rate as a base for subsequent Step hourly wages, with the 1.5% increase applied to each newly adjusted rate effective July 1, 2017. Thereafter, there shall be a two percent (2%) hourly wage increase between Steps.

The entry level hourly wage for the Parking Control Officer and Airport Linemen shall be raised from the entry level hourly rate (\$18.19, as of July 1, 2016) to \$18.94 per hour, effective July 1, 2017.

MOA/CITY OF FITCHBURG & INT'L BROTHERHOOD OF TEAMSTERS/LOCAL 170, Article 6, Section 1, Wages, continued:

All wages for each Step shall utilize the entry level rate as a base for subsequent Step hourly wages, with the 1.5% increase applied to all newly adjusted rates that were effective 07.01.2017. Thereafter, there shall be a two percent (2%) hourly wage increase between Steps.

4. Article 9, OVERTIME**a. Section 4, Distribution**

Remove the last sentence, "For dispatchers who were hired in the first group hired, the ranking utilized during the hiring process shall determine their Seniority status."

5. Article 11, UNIFORM ALLOWANCE**a. Add** the following after the last paragraph of the current CBA:

"Payment of the uniform allowance shall be paid in a separate check to member employees on a non-payroll week. The fiscal quarter in which such payment shall be made shall be chosen by the City and the week shall be chosen by the Union. As agreed upon, such payment will be made in December of each year, in conjunction with the Quinn Bill/Education Incentives schedule paid to eligible employees of the Fitchburg Police Department."

6. Article 12, VACATION PAY**a. Section 1, Accrual**

Eliminate section and replace with new vacation matrix and accrual schedule/matrix.

b. Section 2, Definition

Eliminate the first sentence "Employees shall be eligible to utilize vacation leave if the employee has actually worked for the City for thirty (30) weeks in aggregate during the twelve (12) months preceding the first day of June in such year."

Replace with new vacation matrix.

8. Article 13, SHIFTS AND HOURS OF WORK, p. 19**a. Section 3, Parking Control Officers and Airport**

Eliminate the last paragraph:

"Parking Control Officer(s) meal periods:

All Parking Control Officer(s) shall be granted an unpaid meal period of one (1) hour maximum duration during each daily work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift."

Replace with:

Parking Control Officer(s) meal periods:

"All Parking Control Officer(s) shall be granted an unpaid meal period of one – half (1/2) hour maximum duration during each daily work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift."

7. Article 14, SICK LEAVE**a. Section 4, Reporting and Restrictions**

Eliminate the first sentence, "All persons calling in sick for duty must describe the illness which they are claiming as a reason for being sick."

MOA/CITY OF FITCHBURG & INT'L BROTHERHOOD OF TEAMSTERS/LOCAL 170, Article 14, continued:

b. Section 8, Death of the Employee

It is agreed that the City shall provide a Designation of Beneficiary form which eligible member employees may complete for payment of accumulated sick time, as stipulated within the current Collective Bargaining Agreement. Such form shall be forwarded to the Union upon its completion. (See appendix)

8. Article 15, BEREAVEMENT LEAVE

a. *Amend* the definition of "immediate family" to include grandchildren.

9. Article 17, MILITARY LEAVE

a. *Eliminate* all sections and paragraphs of Article 17 in the current CBA.

Replace with "The City shall comply with all local, state and federal laws related to Military Leave."

10. Article 22, DURATION

a. *Eliminate* "This Agreement unless otherwise indicated shall be effective from July 1, 2014 and shall remain in full force and effect up to and including June 30, 2017.

Either Party may, no sooner than January 1, 2017 and not later than February 21, 2017, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2017. This Agreement shall remain in full force and effect during the collective bargaining processor until the new Agreement is reached, except that it may not remain in effect longer than one (1) year from the first day of July 2017, unless mutually agreed to in writing."

Replace with "This Agreement, unless otherwise indicated, shall be effective from July 1, 2017, and shall remain in full force and effect, up to and including June 30, 2020.

Either Party may, no sooner than January 1, 2020 and not later than February 21, 2020, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2020. This Agreement shall remain in full force and effect during the collective bargaining processor until the new Agreement is reached, except that it may not remain in effect longer than one (1) year from the first day of July 2020, unless mutually agreed upon in writing."

11. Article 26, PROBATIONARY PERIOD AND DISCIPLINE

a. *Revise* Article heading to "Probationary Period, Discipline and Employee Evaluations."

b. Section 2, Employee Evaluations

Add "or shift commander" immediately after "Immediate Supervisor" in sentence #3.

12. New Article, # TBD, Family Medical Leave Act Leave (FMLA)

a. The City shall comply with all local, state and federal laws related to the Family Medical Leave Act, (FMLA) of 1993, as amended.

13. New Article, # TBD, Parental Leave Act

a. The City shall comply with all local, state and federal laws related to the Parental Leave Act, 2015, as amended.

Orders-Finance

MOA/CITY OF FITCHBURG & INT'L BROTHERHOOD OF TEAMSTERS/LOCAL 170, continued:**14. Miscellaneous Items**

- a. All wages and other forms of compensation shall be paid retroactive to July 1, 2017.
- b. The City shall provide a job description for the Civilian Police Dispatcher Supervisor position.
- c. General Orders shall be updated to include the specific duties and responsibilities of a Civilian Police Dispatcher and a Dispatcher Supervisor.

Appendices:

1. Wage Matrix
2. Vacation Matrix
3. Designation of Beneficiary Form
4. Job Description for Civilian Police Dispatcher Supervisor

Total pages of MOA and Appendices: 14

City of Fitchburg,

April 17, 2018

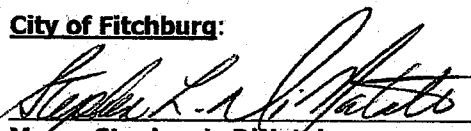
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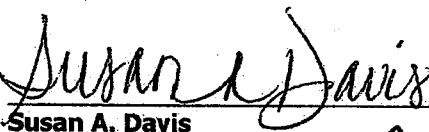


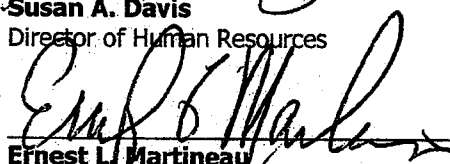
This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E.

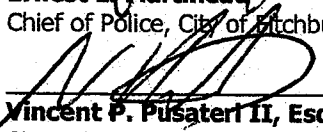
In witness whereof, the Parties hereto set their hands and seals on this 29th day of **March 2018**.

City of Fitchburg:

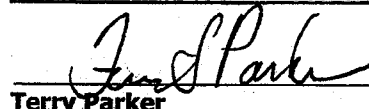

Mayor Stephen L. DiNatale

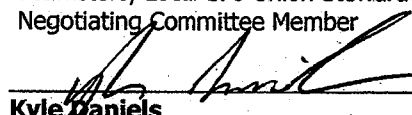

Susan A. Davis
Director of Human Resources


Ernest L. Martineau
Chief of Police, City of Fitchburg, MA

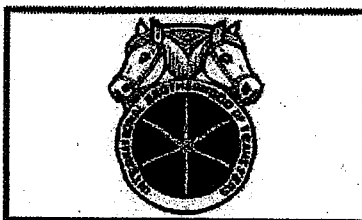

Vincent P. Pusateri II, Esquire
City Solicitor

International Brotherhood of Teamsters/Local 170:


Terry Parker
Teamsters, Local 170 Union Steward
Negotiating Committee Member


Kyle Daniels
Teamsters, Local 170 Alternate Union Steward
Negotiating Committee Member


Kenneth Bergen
Business Agent, Teamsters Union, Local 170



**CITY OF FITCHBURG/CONTRACT PROPOSAL
TEAMSTERS/LOCAL 170
VACATION MATRIX
NOVEMBER 27, 2017**

**ARTICLE 8
VACATIONS**

1. When employees first become employed by the City of Fitchburg, they are eligible for vacation after 6 months of employment (or at the end of their probationary period, whichever is longer) on their anniversary date based on the month in which they were hired, as listed below. This includes the assumption that the employee will work through the end of the calendar year.

2. Employees become eligible for the next vacation increment level on the anniversary date of the current year if your hire date falls between January and June of that year. If your hire date falls between July and December, you will be eligible for the additional week on the January 1 of the following year in which your anniversary occurs.

Month of Hire	Non Exempt/Exempt
January	2 weeks in July
February	2 weeks in August
March	2 weeks in September
April	1 week in October
May	1 week in November
June	1 week in December
July	None - 2 weeks in January of following year
August	None - 2 weeks in February of following year
September	None - 2 weeks in March of following year
October	None - 2 weeks in April of following year
November	None - 2 weeks in May of following year
December	None - 2 weeks in June of following year

3. The maximum vacation for full time employees is as follows:

Completed years of Service	Non Exempt (Hourly) and Exempt (Salary)
1 through 4	2 weeks
5 through 9	3 weeks
10 through 14	4 weeks
15 or more	5 weeks

4. All vacation usage shall require prior approval from and shall be granted at the discretion of the appropriate supervisor, according to the needs of the applicable department. Such vacation requests shall be made in writing. Vacation must be taken in the calendar year in which it is earned, however, an employee may carry forward one (1) week of vacation from a previous year, provided that the employee takes such vacation week together with no more than two (2) weeks of his/her vacation earned in the same calendar year at one time. Department Heads may, with the approval of the Mayor, allow such week to be taken in some other manner if the needs of the Department permit.

5. As per the Code of the City of Fitchburg, Ch. 35, §7, an employee who has been employed with the City for five (5) or more consecutive years shall be allowed, in each calendar year, to exchange up to two (2) week's pay for up to ten (10) vacation days. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange one (1) week's pay for five (5) vacation days.

6. This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any employee's current vacation leave, with the exception of those employees with a start date on or after July 1, 2017.

Orders-Finance

Introduction Beneficiary Selection Form (If Member Dies Before Retirement)

Form Last Revised: October, 2001

The *Beneficiary Selection Form* allows a member to select an eligible beneficiary to receive an allowance if the member dies before retirement and to select a beneficiary(ies) to receive payment of accumulated deductions and other payments due to a member if the member dies before retirement. Keep in mind:

- Only certain of your relatives qualify as an eligible beneficiary for benefits under G.L. c. 32, § 12(2)(d), but any person or entity can be selected as a beneficiary(ies) for a return of your accumulated total deductions.
- Your selection on this form may be superseded by an eligible spouse under the provisions of G.L. c. 32, § 12(2)(d) if you die before retirement.
- This form becomes void upon your retirement.
- If you divorce or your personal situation changes, you may wish to file a new form with your retirement board.



City of Fitchburg,

April 17, 2018

Orders-Finance

Beneficiary Selection Form (If Member Dies Before Retirement)

Form Last Revised: October, 2001

Retirement
Board: Please
place your address
and phone
number here. ▶

Choice of Beneficiary to Receive a Return of Accumulated Total Deductions at Member's Death

I, (Print Name) , a member of the
Retirement System hereby request the Board of Retirement to pay any sum referred to in G.L. c. 32, § 11(2)*
due at my death to the following beneficiary or beneficiaries in the proportions designated.

My selection may be superseded by a selection under G.L. c. 32, § 12(2)(d) if I die leaving an eligible spouse
who elects to receive a monthly benefit.

I understand that I may change my beneficiary designation at any time prior to my retirement and that upon
my retirement, this form becomes void.

*The types of payments covered under G.L. c. 32, § 11(2) include:

- The payment of the accumulated deductions credited to a member's account in the annuity savings fund at
the date of death when the member's death occurs prior to his/her retirement.
- The amount of any uncashed checks payable to a member at his or her death.
- Any person or entity may be a beneficiary under G.L. c. 32, § 11(2). Give complete name and address of
each beneficiary below:

Name	SSN	Proportion To Be Paid
<input type="text"/>	<input type="text"/>	<input type="text"/>
Address <input type="text"/>		
Name <input type="text"/>	SSN <input type="text"/>	<input type="text"/>
Address <input type="text"/>		
Name <input type="text"/>	SSN <input type="text"/>	<input type="text"/>
Address <input type="text"/>		
Name <input type="text"/>	SSN <input type="text"/>	<input type="text"/>
Address <input type="text"/>		

Member's Signature _____ Date _____

Member's Address

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION
WEB | WWW.MA.US/PERAC



CIVILIAN DISPATCH SUPERVISOR**Job Summary**

The position of Dispatch Supervisor has the general responsibility for the supervision of all Civilian Dispatchers assigned to the department's Dispatch Center. It is a unique position in that he/she also functions as a working Civilian Dispatcher, in addition to their responsibilities as a supervisor. A Dispatch Supervisor must therefore be familiar with, and able to regularly perform, all of the duties and responsibilities incumbent upon a Civilian Dispatcher (see the Civilian Dispatcher job description contained within this General Order).

In regards to daily operational matters the Dispatch Supervisor will report to the Officer in Charge of the Relief to which they are assigned. For all other matters, particularly those pertaining to the entire Civilian Dispatch Staff, the Dispatch Supervisor shall report to the Commander of Technical Services.

The Dispatch Supervisor must assure compliance by the Civilian Dispatch Staff with the department's written directives, pertinent rules & regulations as promulgated by either state or federal agencies, and orders issued by uniformed supervisors/commanders. In general, he/she is responsible for the proficiency, attendance, punctuality, discipline, conduct, appearance, reporting, and the strict attention to duty of all their subordinates.

Additionally, the Dispatch Supervisor will serve as the primary liaison with external agencies that have regulatory responsibility for criminal justice records and/or communications (DCJIS, NCIC, State 911 Department, etc.). He/she will have the primary responsibility for insuring that dispatch operations are in compliance with all laws, rules, and regulations governing the handling and processing of criminal justice data and information, as well as emergency communications.

Duties and Responsibilities

- Supervise subordinate civilian personnel assigned to his/her command.
- Shall be the designated NCIC/DCJIS representative, and act as the liaison with these agencies on behalf of the department. He/she shall have the operational responsibility for insuring compliance with all rules and regulations promulgated by NCIC/DCJIS.
- Become and stay fully familiar with the written directives of the department, and any laws, rules, or regulations affecting the operations of the Dispatch Center.
- Become familiar with all personnel under his/her command and be accessible to them for counseling, advice, coaching, and training.

- Inspect the Daily Bulletin and Call Log before beginning his/her shift to become familiar with all important matters that have occurred since his/her last tour of duty. And, insure that his/her subordinates also conduct such inspections, and are aware of all data/information that is essential to the safe and efficient performance of their duties and responsibilities.
- Monitor the performance of their subordinates on a regular basis to determine if they are properly, effectively, and efficiently carrying out their duties. And, if not, to take appropriate corrective measures.
- Use encouragement, explanation, coaching, remedial training, or the assistance of a superior officer to resolve instances of unsatisfactory performance by their subordinates.
- Be accountable for the acts or omissions of his/her subordinates that are contrary to law, orders, or the written directives of the department.
- Submit a written report to the Technical Services Commander whenever a subordinate commits a breach of the law, written directives, or ethics of the department. Such a report shall include full details of the incident and any corrective measures that have been taken or are recommended.
- Respectfully implement all orders received from the Chief of Police or his designee, and explain the content of such orders in a positive manner to subordinates.
- Request clarification from a uniformed supervisor/commander when uncertain of what is expected of him/her or their subordinates.
- Ensure that calls for service are handled in a prompt and efficient manner.
- Report to the Officer in Charge all serious or unusual occurrences that happen during his/her tour of duty.
- Perform other such duties as the Chief of Police or his/her designee may require.

Skills, Knowledge, and Abilities

The Dispatch Supervisor should possess the basic skills, capabilities, and training of a Civilian Dispatcher, and be capable of performing those duties at any time. He/she should be able to achieve and maintain the respect of subordinates, and satisfactory working relationships with all department personnel.

Minimum Qualifications Required

The Dispatch Supervisor shall meet the minimum qualifications as set forth for the position of Civilian Dispatcher (see the Civilian Dispatcher job description contained within this General Order). In addition, he/she must be able to carry out all the duties and responsibilities listed in this job description in a professional, competent, and efficient manner.

- 108-18. ORDERED THAT: There be and hereby is transferred the sum of SEVEN THOUSAND, FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$7,568.00) from Airport Expenses, Aviation Fuel and credited to Airport, Personal Services.
- 109-18. ORDERED THAT: There be and hereby is transferred from within the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) same to be transferred from POLICE, PERSONAL SERVICES, INCENTIVES and credited to POLICE, OTHER EXPENSES, ANIMAL CONTROL.
- 110-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Executive Office of Health and Human Services, Department of Mental Health grant in the approximate amount of \$49,365.00 (FORTY-NINE THOUSAND, THREE HUNDRED SIXTY FIVE AND 00/100 DOLLARS) for the purpose of said grant, which is to support a police based jail Diversion Program for individuals with Mental Illnesses or emotional disturbances.

ORDINANCES

066-18. AN ORDINANCE: Be it ordained by the City Council of the City of Fitchburg that Chapter 147-35 of the Code of the City of Fitchburg relative to the adoption of charges and fees, be and hereby is amended as follows; By inserting the following table of Chapter 147, Section 35.2;
(Revised Chart attached)

CITY OF FITCHBURG
Publication of Ordinance 66-2018
Amending Chapter 147-35 of the
Code of the City of Fitchburg
(Sewer Use Charges)

Be it ordained by the City Council of the City of Fitchburg that Chapter 147-35 of the Code of the City of Fitchburg relative to the adoption of charges and fees, be and hereby is amended as follows;
By inserting the following table of Chapter 147, Section 35.2;

Minimum Monthly Sewer Use Charge includes usage of up to and including 100 cubic feet per month					
Current Rate	June 1, 2018	June 1, 2019	June 1, 2020	June 1, 2021	June 1, 2022
\$18.85	\$20.36	\$21.99	\$23.53	\$25.17	\$26.81

Monthly Sewer Rate to be charged for usage in excess of 100 cubic feet per month						
	Current Rate	June 1, 2018	June 1, 2019	June 1, 2020	June 1, 2021	June 1, 2022
Rate per 100 cubic feet (which equals 748 gallons)	\$7.30	\$7.88	\$8.51	\$9.11	\$9.75	\$10.38

Monthly Sewer Only Sewer Use Charges					
Current Rate	June 1, 2018	June 1, 2019	June 1, 2020	June 1, 2021	June 1, 2022
\$60.83	\$65.67	\$70.92	\$75.92	\$81.25	\$86.50

In City Council April 3, 2018
Ordinance was passed to a first and second reading and ordered advertised by unanimous vote. 11 members present. Board consists of 11 members.
Anna M. Farrell, City Clerk

Ordinance as amended was passed to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 10 members present. Board consists of 11 members.
Ordinance was signed by the Mayor April 18, 2018.

City of Fitchburg,

April 17, 2018

099-18. AN ORDINANCE: That Chapter 120, Section 11 of the Code of the City of Fitchburg, entitled "Annual renewal certificate fees for flammable liquids", be deleted in its entirety.

Ordinances

CITY OF FITCHBURG

IN THE YEAR

FITCHBURG CITY CLERK

2018 MAR 23 AM 9:06

AN ORDINANCE

Be it ordained by the City Council of the City of Fitchburg, as follows:

That Chapter 120 section 11 of the Code of the City of Fitchburg, entitled "Annual renewal certificate fees for flammable liquids", be deleted in its entirety.

FOR REASON SAYS, in order to comply with the fee structure for flammables set by ordinance in Chapter 94 section 5.

Ordinance was passed to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 10 members present. Board consists of 11 members. Ordinance was signed by the Mayor April 18, 2018.

Ordinances

031-18. AN ORDINANCE: **AS AMENDED:**

1. To add a new section 181.65, Marijuana Establishments, to regulate non-medical marijuana as outlined in the enclosed Ordinance.
2. To amend the definitions of RMD, MMD and MMM in Section 181.10 to remove a requirement that the operator be a non-profit entity as follows.
3. To add the following Section Regulating signs.
4. to amend the requirements for site plan review by amending Section 181.9414 as follows.
5. To amend the prohibited home occupations by adding the following to Section 181.333 (Prohibited Home Occupations)

CITY OF FITCHBURGIN THE YEAR
2018FITCHBURG CITY CLERK
2018 APR 12 PM 2:21**AN ORDINANCE**

Be it ordained by the City Council of the City of Fitchburg, as follows:

Section 181.65 - MARIJUANA ESTABLISHMENTS

181.651 Regulation. G.L. c. 94G authorizes a system of state licensing for businesses engaging in the cultivation, testing, processing and manufacturing, and retail sales of non-medical marijuana, collectively referred to as Marijuana Establishments (MEs). G.L. c. 94G §3 allows cities to adopt ordinances that impose reasonable safeguards on the operation of non-medical marijuana establishments, provided they are not unreasonably impracticable and are not in conflict with the law. The special permit and site plan review requirements set forth in this Section shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.

181.652 Purpose. The purpose of this ordinance is to allow state-licensed MEs to exist in the City of Fitchburg in accordance with applicable state laws and regulations and impose reasonable safeguards to govern the time, place and manner of ME operations and any business dealing in Marijuana Accessories in such a way as to ensure public health, safety, well-being, and reduce undue impacts on the natural environment as it relates to cultivation, processing and manufacturing subject to the provisions of this Zoning Ordinance, M.G.L. c. 40A, M.G.L. c. 94G and any other applicable law. Therefore, this ordinance may permit MEs in locations suitable for lawful MEs where there is access to regional roadways, where they may be readily monitored by law enforcement for health and public safety purposes, and to minimize adverse impacts on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, operation security, and removal of MEs.

This Section is intended to coexist with the existing Section 181.64 regarding MMDs and MMMs.

181.653 Definitions. Where not expressly defined in the Zoning Ordinance, terms used in this Zoning Ordinance referring to non-medical use marijuana shall be interpreted as defined in G.L. c. 94G, as the same may be amended from time to time, and regulations issued by the Cannabis Control Commission (CCC). The following definitions, consistent with this expressed intent, shall apply in the interpretation and enforcement of this section:

1. "Marijuana Products", products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for non-medical use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.
2. "Marijuana Establishment" (ME), a Marijuana Cultivator, Independent testing laboratory, Marijuana Product Manufacturer, Marijuana Retailer or any other type of licensed non-medical marijuana-related business.
3. "Marijuana Cultivator" (MC), an entity licensed to cultivate, process and package non-medical marijuana, to deliver non-medical marijuana to ME's and to transfer marijuana to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MC.
4. "Marijuana Product Manufacturer" (MPM), an entity licensed to obtain, manufacture, process and package non-medical marijuana and marijuana products, to deliver non-

medical marijuana and marijuana products to ME's and to transfer non-medical marijuana and marijuana products to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MPM.

5. "Marijuana Retailer" (MR), an entity licensed to purchase and deliver non-medical marijuana and marijuana products from ME's and to deliver, sell or otherwise transfer non-medical marijuana and marijuana products to ME's and to consumers.
6. "Independent testing laboratory", a laboratory that is licensed by the CCC and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the CCC; (ii) independent financially from any medical marijuana treatment center or any licensee or ME for which it conducts a test; and (iii) qualified to test marijuana in compliance with regulations promulgated by the CCC pursuant to G.L. c. 94G.
7. "Experienced Operator," any MMD or MMM facilities, as defined by Section 181.64 of the Zoning Ordinance, having already received a special permit and site plan review approval by the City, prior to the passage of Section 181.65 of this Ordinance, which remain in good standing without violation of any ordinance, statute, or condition of their special permit.
8. "Moral Character" means the degree to which a person's history demonstrates honesty, fairness and respect for the rights of others and for conformance to the law, which may include consideration of whether an individual has:
 - a. Ever had a professional license denied, suspended or revoked;
 - b. Ever had a business license denied, suspended or revoked;
 - c. Ever had a marijuana-related business license denied, suspended, revoked, or placed on administrative hold, or was subjected to a fine for violation of a marijuana-related zoning ordinance;
 - d. Ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law;
 - e. Ever had an administrative, civil or criminal finding of delinquency for failure to file or failure to pay employment, sales, property or use taxes;
 - f. Ever been convicted of a felony, sex offense, or other offense involving violence, distribution of controlled substances, excluding marijuana-related possession offenses, or other moral turpitude;
 - g. Within the previous sixty months been convicted of a misdemeanor or other offense involving the distribution of controlled substances, or driving under the influence of alcohol or other substance (DUI, OUI) convictions

181.654 Prohibitions and Limitations.

181.6541 It shall be unlawful for any person to operate a ME without obtaining a special permit and undergoing site plan approval pursuant to the requirements of this Ordinance, except as provided for an Experienced Operator.

Ordinances

181.6542 An Experienced Operator may operate a ME of the same type as the medical marijuana facility for which they have been granted a special permit and approved site plan review by the City without obtaining a new special permit, provided that the Experienced Operator must receive site plan approval for the new use as a ME, that the ME is located in the same facility for which the Experienced Operator received the prior special permit and site plan approval, and that the gross square footage of such facility is not increased by more than ten (10%) percent.

181.6543 A separate special permit is required for each different ME detailed in section 181.653, above, or in the case of an Experienced Operator, a separate site plan review.

181.6544 As defined in G.L. c. 94G, the number of MRs shall be limited to the amount specified by City ordinance Section 56-3, as the same may be amended from time to time. No special permit may be granted for a MR which results in a violation of this limit.

181.6545 A ME may only be involved in the use permitted by its definition. MRs may only be located in buildings containing other retail, commercial, residential, industrial, or any other uses, including other types of MEs, if the MR is separated by full walls from any and all other uses.

181.6546 Independent Testing Facilities may be permitted under special permit by the Planning Board in the Industrial (I), Light Industrial (LI), Central Business (CBD), Commercial & Automotive (C&A) and Neighborhood Business (NBD) Zoning Districts. MRs may be permitted under special permit by the Planning Board in the Commercial and Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts in accordance with 181.313 of the Table of Principal Uses, with the exception that no special permit may be granted for any MR located in the portion of the contiguous Central Business Zoning District that includes Main Street which lies to the north of the railroad track dissecting said specific zone. On-site or social consumption, so called, is prohibited as a use. All other MEs may be permitted under special permit by the Planning Board in the Industrial and Light Industrial Zoning Districts.

181.6547 MEs shall be prohibited as an Accessory Use or Home Occupation in all zoning districts. No ME shall be permitted to have drive-up or walk-up facilities as described in Section 181.3246 of this Zoning Ordinance.

181.6548 No marijuana or Marijuana Product shall be smoked, eaten, ingested, consumed or otherwise used within the premises of any ME.

181.6549 No ME may be operated in a mobile facility or outside of a fully enclosed building or structure, excepting deliveries to off-site MRs and home deliveries to consumers permitted or licensed by applicable state and local regulations.

181.65410 No ME may be operated in such a manner as to cause or create a public nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

181.65411 The issuance of a special permit and site plan review pursuant to this chapter does not create an exception, defense, or immunity to any person or entity in regard to any potential

criminal liability the person or entity may have for the production, distribution, or possession of marijuana.

181.655 Application.

In addition to the materials required under Section 181.93. (Special Permits) and Section 181.94 (Site Plan Review) of this Ordinance, the applicant shall submit the following:

1. All materials required under Section 181.645 of this Zoning Ordinance for an MMD or MMM facility, with the exceptions that any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME
2. Proof of approval from the Commonwealth of Massachusetts for the proposed ME by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the proposed ME.
3. The name, address, email address, and phone number of all designated Managers of the ME, together with a criminal background check of such Managers and other evidence of Moral Character.
4. Proof that the detailed security plan, operation and management plan, and emergency response plans have been submitted to the Fitchburg Police Department and the Department of Planning and Community Development for comment and review at the same time or prior to the submission of the application, and any comment or response received by the applicant.
5. Proof that the applicant provided notification in writing at the same time or prior to the submission of the application to all property owners and operators of the uses listed under 181.656(5) within three hundred (300) feet of its proposed location and use, to provide them with the opportunity to comment to the Planning Board, as well as any and all comment or response received by the applicant.
6. Evidence demonstrating that the ME will be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located. This may include but shall not be limited to evidence of Moral Character.

181.6551 Upon receipt of a completed application, the Planning Board shall refer copies of the application to the Building Department, Fire Department, Police Department, City Council, Board of Health, Conservation Commission, and the Engineering Division of the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 30 days of referral of the application shall be deemed lack of opposition.

181.6552 After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other municipal boards and departments, the Planning Board may act upon the application for special permit and approval of site plan.

181.6553 In instances where any portion of a project involves a special permit application to or site plan review by the Planning Board for any ME, the Planning Board shall serve as the special permit granting authority for all other special permits required in connection with such project.

Ordinances

181.656 Special Permit Criteria and Findings

A MR, MC, MPM or Independent Testing Facility may be permitted pursuant to a Special Permit and Site Plan Review granted by the Planning Board. In granting a special permit for a MR, MC, MPM or Independent Testing Facility, in addition to the general criteria for a special permit in Section 181.93 of the Zoning Ordinance, the Planning Board must also make the following findings:

1. If the special permit is for a MR, that the MR is located in the Commercial & Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts, excluding the Central Business District which encompasses Main Street; or if the special permit is for an Independent Testing Facility, that the Independent Testing Facility is located in the Industrial (I), Light Industrial (LI), Central Business (CBD) Commercial & Automotive (C&A) or Neighborhood Business (NBD) Zoning District; or if the special permit is for any other ME, that the ME is located in the Industrial or Light Industrial zoning districts in accordance with 181.313 of the Table of Principal Uses.
2. The applicant has demonstrated that the ME has or will meet all of the permitting requirements of all applicable agencies within the Commonwealth and is or will be in compliance with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, §12 General Marijuana Establishment Operation.
3. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.
4. The grant of the special permit will not exceed the limitation on permitted MRs set forth in Section 181.6544.
5. The ME is located at least three hundred (300) feet distant of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a vocational school, a public or private college, junior college, university or dormitory, a licensed child care facility, a library, a playground, a public park, a youth center, a public swimming pool, a video arcade facility, any facility in which minors commonly congregate, or any residence, including commercial residences such as hotels, motels, lodging houses, etc. The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses to the nearest point of the structure of the proposed ME.
 - a. The distance requirement may be reduced by the Planning Board provided that the ME will employ adequate measures to prevent product diversion to minors, and the Planning Board determines that a shorter distance, adequately buffered, will suffice to accomplish the objectives set forth under 181.65.
6. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.
7. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that storage and location of cultivation is adequately secured.
8. The facility will not place an undue burden on public safety services of the City as may be adequately, the Planning Board shall consider the facility's lighting, whether or not all of the facility is visible from a public way, whether or not the parking is contiguous with the facility or the parking arrangements are capable of being monitored by the applicant or the

- City, and whether or not the facility is or can be set up to promote the effective of Police Department patrols, as well as any other factors affecting public safety.
9. The facility meets all criteria required for a Special Permit for an MMD or MMM under Section 181.645 of this Zoning Ordinance, with the exceptions that
 - a. Any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME; and
 - b. Location in an area which does not have reasonable access to medical marijuana pursuant to Section 181.644(a) shall not be required.
 10. The applicant has demonstrated, by substantial evidence of Moral Character and other evidence, that it will operate the ME in conformity with all applicable municipal ordinances, state laws and regulations and that its policies and procedures are designed to prevent violation of such laws, particularly including but not limited to Section 181.654 above.
 11. If the application is for a MR, the MR is located at least one thousand (1,000) feet distant of a pre-existing MR. The distance under this section is measured in a straight line from the nearest point of the property line of the existing MR to the nearest point of the structure of the proposed MR.
 - a. The distance requirement may be reduced by the Planning Board provided that the Planning Board determines that a shorter distance, adequately buffered, will suffice to accomplish the objectives set forth under 181.65.

181.657 Site Plan Review/Special Permit Conditions

The Planning Board shall conduct site plan review and shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's ME, the following conditions shall be included in any site plan review or special permit granted under this Ordinance:

1. All conditions applicable to MMDs and MMMs under Section 181.646 of this Zoning Ordinance shall be applied to an ME, with the exceptions that
 - a. Any reference within Section 181.646 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME;
 - b. Hours of operation shall be set forth within the special permit, and shall generally be consistent with those for package stores licensed under G.L. c. 138.
 - c. The provisions regarding signage contained in Section 181.646(f) and (g) shall not be included; and
 - d. The provisions revoking a special permit for cultivation or dispensing of marijuana for non-medical purposes in Section 181.646(p) shall not be applicable.
2. All business signage shall be subject to the requirements to be promulgated by the CCC and the requirements of Section 181.53 of this Zoning Ordinance.
3. The ME shall not violate any provision of the Zoning Ordinance, including but not limited to Section 181.654 above.
4. Display of marijuana, Marijuana Products and Marijuana Accessories shall be limited to an area which is accessible only by persons aged twenty-one (21) years or older, and the

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applicant shall establish such controls and monitoring as are necessary to ensure that this area is not accessed by persons under the age of twenty-one (21) years.

5. The ME shall regularly verify to the City its efforts to ensure the health, safety, and well-being of the public, and to limit undue impacts on the natural environment, by the use of high efficiency equipment to limit energy and water usage demand, by the purchase of renewable energy credits, by the use of LED lighting equipment, by the prohibition or limitation of pesticides, insecticides and similar chemicals, and by any other methods designed to further this purpose.
 - a. The Planning Board may impose specific conditions relating to the preservation or improvement of public safety, including but not limited to lighting, visibility, surveillance, security cameras, parking arrangements, and accessibility for police patrol.
6. ME shall be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located.
7. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

181.658 Termination and Modification

181.6581 A special permit or site plan approval may be terminated due to violation of any of its conditions. In addition, a special permit or site plan approval shall terminate upon:

1. Failure of the permit holder to commence operations at the ME within twelve (12) months of the date of approval; or
2. Transfer of ownership of the ME without approval of the Planning Board. For these purposes, transfer of ownership shall include any reallocation of ownership or change in business structure which results in a change of its designated representatives or responsible individuals; or
3. Termination of the Host Community Agreement or failure to pay a host fee or Impact Fee under the Agreement to the City.

181.6582 A special permit or site plan approval may be modified by the Planning Board after public hearing. No modification is permitted for a change of location; a special permit holder must submit a new application for a change in location. Any changes in the application materials from the original materials must be submitted with a request for modification. No transfer of ownership, except a transfer to an affiliated entity, shall be permitted for two years after the date of approval of the special permit or site plan review unless required due to the death or disability of an owner. If the special permit holder requests approval of a transfer of ownership, then the holder must submit proof:

1. That the new owner will operate the ME in accordance with the terms of the special permit, as shown by evidence of Moral Character and other substantial evidence; and
2. That all amounts due under the Host Community Agreement have been timely paid and no taxes, fines, penalties, fees, or other charges due to the City are currently unpaid.

181.659 Severability.

The provisions of this Ordinance are severable. If any provision, paragraph, sentence, or clause of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

TO AMEND THE DEFINITIONS OF RMD, MMD AND MMM IN SECTION 181.10 TO REMOVE A REQUIREMENT THAT THE OPERATOR BE A NON-PROFIT ENTITY, AS FOLLOWS:

181.10 REGISTERED MARIJUANA DISPENSARY (RMD) – Also known as a Medical Marijuana Treatment Center, is an establishment approved and licensed by the Massachusetts Department of Public Health (MDPH) pursuant to 105 CMR 725.000, owned and operated by an **entity** registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as marijuana-infused products (“MIPs”), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall not be eligible as a “non-exempt agricultural use” or as a “non-exempt educational use” and shall only be permitted as allowed in accordance with City of Fitchburg Zoning Ordinance. Further, the following definitions shall apply for the purposes of distinguishing the permitting and regulation of RMD dispensing uses from RMD cultivation uses within this Ordinance:

a) Medical Marijuana Dispensary (MMD) facility – A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved **entity** which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered Qualifying Patients or their personal caregivers in accordance with the provisions of MDPH regulations 105 CMR 725.000.

b) Medical Marijuana Manufacturing (MMM) facility – A Registered Marijuana Dispensary that is located off-site from the dispensing facility (and controlled and operated by the same registered and approved **entity** which operates an affiliated RMD) but which serves only to cultivate and process marijuana, and marijuana infused products in accordance with the provisions of MDPH regulations 105 CMR 725.000.

TO ADD THE FOLLOWING SECTION REGULATING SIGNS

Add 181.5364

181.5364 Signs for Marijuana Establishments

All signs for Marijuana Establishments shall be in conformity with the provisions of G.L. c. 94G and all applicable federal, state and local regulations, including regulations issued by the Cannabis Control Commission. Temporary and promotional signage for Marijuana Establishments are prohibited.

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TO AMEND THE REQUIREMENTS FOR SITE PLAN REVIEW BY AMENDING SECTION 181.9414 AS FOLLOWS:

181.9414. Siting, construction or expansion of a Registered Marijuana Dispensary (RMD) or Marijuana Establishment (ME).

TO AMEND THE TABLE OF PRINCIPAL USES BY ADDING SECTIONS 181.313D(15), (16) AND (17) and 181.313D(28) AS FOLLOWS:

- D15. All Marijuana Establishments (ME), except for Marijuana Retailers (MR). Update chart with SP FOR LI, and I zones by Planning Board (N for all other districts).
- D16. Marijuana Retailers (MR). Update chart with SP FOR C&A, MSD, I, LI, and NBD, "See Ordinance" for CBD (N for all other districts).
- D17. Independent Testing Laboratory. Update chart with SP in I, LI, CBD, C&A and NBD districts (N for all other districts).
- C29. Marijuana Social Consumption Establishment, N for all districts.

TO AMEND THE PROHIBITED HOME OCCUPATIONS BY ADDING THE FOLLOWING TO SECTION 181.333:

181.333 Prohibited Home Occupations:

- Marijuana Establishment (ME) or similar facility
- Registered Marijuana Dispensary (RMD) or similar facility

Discussion regarding the first amended version included all Councillors present as well as Planning Board Chair Paula Caron, Community Development Director Tom Skwierawski, City Solicitor Vincent Pusateri, Assistant City Solicitor Christine Tree, Economic Development Director Mary Jo Bohart. Atty. Pusateri requested that the Council take separate votes on certain sections of the amended Ordinance to ensure that the language correctly reflects the Council's intentions. The Council voted on specific questions in order to clarify the proposed amended language as follows:

1. Question: Will there be Independent Testing Facilities in Neighborhood Districts?
VOTE: 9 in favor and 1 opposed (Clark) YES
2. Question: Will there be marijuana retailers in Commercial and Automotive (C&A)?
VOTE: 9 in favor a 1 opposed (Beauchemin) YES
3. Question: Will there be marijuana retailers in Medical Services (MSD)?
VOTE: 0 in favor a 10 opposed NO
4. Question: Will there be marijuana retailers in Neighborhood Business (NBD)?
VOTE: 7 in favor and 3 opposed (Beauchemin, Green, Zarrella) YES
5. Question: Will there be marijuana retailers in Central Business (CBD) with the Main Street exclusion?
VOTE: 9 in favor and 1 opposed (Clark) YES
VOTE on Main Street definition: 10 in favor and 0 opposed of the following definition:
A circular track from the corner of Main Street and Blossom Street up to and around the Upper Common returning back down Boulder Drive to Cushing Street.
6. Question: Will there be marijuana retailers in Industrial (I)?
VOTE: 9 in favor and 1 opposed (Beauchemin) YES
7. Question: Will there be marijuana retailers in Light Industrial (LI)?
VOTE: 10 in favor and 0 opposed. YES
8. Should the Planning Board have the authority to waive the 300 foot buffer in the appropriate case?
VOTE: 10 in favor and 0 opposed. YES provided that the applicant meets the criteria for sufficient burden of proof. Adding language clarifying that the presumption should be that the applicant not receive a waiver.
9. VOTE to STRIKE paragraph 11 of Section 181.656 passed by 10 in favor and 0 opposed. The City Solicitor stated that he will submit another petition for a change to the zoning ordinance listing criteria for the Planning Board to follow when considering a request for a waiver. The Council requested that a definition of "cluster" be included in the language of the ordinance.

Final topic of discussion was whether or not to send the Ordinance to a First Reading tonight as listed on the agenda. It was decided that, due to the number and scope of additional amendments that must be made to the current document as a result of tonight's discussion, the Council is not ready to send the Ordinance to a First Reading. The Council requests a further amended document reflecting the discussion and votes taken tonight be submitted at a later date for a First Reading. Ordinance as amended was tabled by unanimous vote. 10 members present. Board consists of 11 members.

Petitions

PETITIONS

111-18. Anna M. Farrell, City Clerk, to amend the 2018 Schedule of Regular City Council Meetings as follows: Delete the meeting scheduled for Tuesday September 4, 2018, and replace with Thursday September 6, 2018. The Secretary of State has set Tuesday, September 4, 2018 as the date for the State Primary.

Petition granted under Suspension of the rules by unanimous vote. 10 members present. Board consists of 11 members.

The following Petition was referred to the Public Safety Committee:

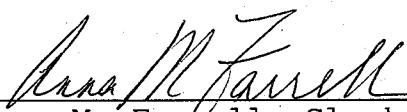
112-18. Councillors Joel Kaddy and Marcus DiNatale, to place a stop sign at the intersection of Parker Hill Drive and Brierwood Drive.

The following Petitions were referred to the Public Works Committee:

113-18. Councillor Michael Kushmerek, to repair or replace a plow-damaged berm located at 64 Ryefield Road.

114-18. Councillor Michael Kushmerek, to repair or replace a Plow-damaged berm located at 326 Blossom Street.

The meeting adjourned at 9:28 P.M.


Anna M. Farrell, Clerk

City of Fitchburg,.....

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